

**CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
September 27, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall**



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

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

OPENING ITEMS

1. Invocation – Pastor Cheyenne Solis, Stonegate Fellowship
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of Proclamation for “National Recovery Month”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. BRIEFING SESSION OF SEPTEMBER 13, 2022
 - 4b. REGULAR SESSION OF SEPTEMBER 13, 2022
5. 2022-120 – RESOLUTION AWARDED A CONTRACT FOR THE WATER SYSTEM IMPROVEMENTS AT BUSINESS 20 AND SAN ANDRES WATER MAIN EXTENSION PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF \$595,901.00; APPROVING \$119,180.20 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)
6. 102-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR SEALED PROPOSALS FOR THE PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION PROJECT FOR THE UTILITIES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 2) (GENERAL SERVICES)

7. 2022-121 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD RAPID RESPONSE VEHICLES FROM CHASTANG FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$149,445.00 (DISTRICT: NONE) (GENERAL SERVICES)
8. 2022-122 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR SAID CONTRACT (DISTRICT: NONE) (GENERAL SERVICES)
9. 2022-123 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM STERLING MCCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$667,388.00 (DISTRICT: NONE) (GENERAL SERVICES)
10. 2022-124 – RESOLUTION APPROVING THE PURCHASE OF A SPARTAN FOUR-DOOR CUSTOM TILT ALUMINUM CAB PUMPER FROM METRO FIRE APPARATUS SPECIALISTS, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$1,117,480.00 (DISTRICT: NONE) (GENERAL SERVICES)
11. 103-2022 – MOTION AUTHORIZING THE EXECUTION OF A 2023 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) (DISTRICT 4) (AIRPORTS)
12. 104-2022 – MOTION AUTHORIZING THE ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A, 4A, AND 5A, BLOCK 3, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 4) (AIRPORTS)
13. 105-2022 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MOTRAN ALLIANCE, INC., AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: ALL) (CITY MANAGER)
14. 106-2022 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT DATED FEBRUARY 23, 2022, BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE TODD DRIVE EXPANSION AND COUNTY ROAD 1160 OVERPASS IMPROVEMENTS PROJECT (DISTRICT: ALL) (CITY MANAGER)
15. 107-2022 – MOTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO MAINLANE, BRIDGE, AND INTERSECTION IMPROVEMENTS LOCATED AT THE INTERSECTION OF TODD DRIVE AND STATE LOOP 250 (DISTRICT 1) (CITY

MANAGER)

16. 2022-125 – RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”) TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL (DISTRICT: ALL) (CITY MANAGER)
17. 108-2022 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$63,234.00 FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS 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)
18. 109-2022 – MOTION APPROVING WITH STAFF’S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF FREMIN ADDITION, BEING A PLAT OF A 25.43-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST COUNTY ROAD 75, APPROXIMATELY 1,561 FEET EAST OF NORTH COUNTY ROAD 1287) (DISTRICT: NONE) (DEVELOPMENT SERVICES)
19. 110-2022 – MOTION APPROVING WITH STAFF’S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF TAHOE LAKES ADDITION, SECTION 4, BEING A REPLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 385 FEET EAST OF THE INTERSECTION OF SOUTH LAMESA ROAD AND ALBERT AVENUE) (DISTRICT 2) (DEVELOPMENT SERVICES)
20. 111-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-032) WITH DCP OPERATING COMPANY, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4 AND 5, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)
21. 112-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-317-030) WITH ENLINK NORTH TEXAS GATHERING, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 5, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, ABSTRACT 293 MARTIN COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)
22. 113-2022 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MABEE WATER RESOURCES LLC FOR THE SALE OF NON-POTABLE WATER

(DISTRICT: NONE) (UTILITIES)

SECOND READINGS

23. 10342 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,592-SQUARE FOOT PORTION OF THE TRACT OF LAND DESCRIBED AS THE WEST FIVE FEET OF LOT 5, LOTS 6 THROUGH 13, AND LOTS 19 THROUGH 21, BLOCK A, GARRETT PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CARLTON STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 13, 2022)
24. 10343 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 4, FANNIN TERRACE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CAMARIE AVENUE, APPROXIMATELY 180 FEET WEST FROM NORTH GARFIELD STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 13, 2022)
25. 10345 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10222; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (ENGINEERING SERVICES) (FIRST READING HELD SEPTEMBER 13, 2022)

PUBLIC HEARINGS

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

26. 2022-126 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BULL RIDE EVENT ON LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4,

CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 3) (DEVELOPMENT SERVICES)

27. 10346 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

MISCELLANEOUS

28. 2022-127 – RESOLUTION APPROVING THE PLAN SUBMITTED BY ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL AND USE A NON-COMMERCIAL SALT WATER DISPOSAL WELL WITHIN THE CITY LIMITS LOCATED 2,013 FEET FROM THE SOUTH LINE AND 405 FEET FROM THE EAST LINE, SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,013 FEET NORTH OF EAST GOLF COURSE ROAD AND 405 FEET WEST OF TODD DRIVE); AND AUTHORIZING THE ISSUANCE OF A PERMIT THEREFOR (DISTRICT 2) (DEVELOPMENT SERVICES)
29. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY’S OFFICE)

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 551.072, Deliberation Regarding Real Property
 - a.1. Discuss the purchase, exchange, lease or value of real property
 - b. Section 551.074, Personnel Matters

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

Respectfully Submitted,

Robert Patrick
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
BRIEFING SESSION
MINUTES
September 13, 2022**



The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:30 AM, September 13, 2022.

Council Members present: Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Jack Ladd, John Norman

Council Members absent: Scott Dufford

Staff members present: City Manager Robert Patrick, Assistant City Manager Tina Jauz, First Assistant City Attorney Stephen Gates

The meeting was called to order at 9:30 a.m.

The following matter(s), and any matter listed on the agenda for this meeting, may be discussed by the City Council:

1. Receive a briefing from Atmos regarding the Atmos Energy Operations Report
Kelly Grimes, Atmos Energy, introduced Andrea Goodson and Christina Davis who presented on the numerous services Atmos Energy provides.

All the business at hand having been completed, the meeting adjourned at 9:43 a.m.

PASSED AND APPROVED September 27, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

**MIDLAND CITY COUNCIL
MINUTES
September 13, 2022**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., September 13, 2022.

Council Members present: Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Jack Ladd, John Norman

Council Members absent: Scott Dufford

Staff members present: City Manager Robert Patrick, Assistant City Manager Tina Jauz, First Assistant City Attorney Stephen Gates

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

OPENING ITEMS

1. Invocation – Pastor Mabio Gomes, Seventh-Day Adventist 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 a Proclamation for “National Literacy Month”
 - 3b. Presentation of a Proclamation for “Hunger Action Month”
 - 3c. Presentation of Proclamations for “The American Legion Day”
Tall City Post 119 and Woods Lynch Post 19

BUDGET AND TAX RATE

4. 10335 – AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER PACKET

4b.1

September 27, 2022

REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10335.

Finance Director Christy Weakland gave a brief overview of the item noting that she would explain items, four, five and six since they are related. Item four is approving the budget for fiscal year 2022-2023 which includes \$148,600,000.00 of expenditures for the general fund. All other funds combined are \$230,400,000.00 which equals a total of \$370,000,000.00 in operating expenditures. Ms. Weakland went on to provide more details regarding the breakdown of the budget.

Ms. Weakland gave a brief overview of item five noting it is required by the state to be ratified and the last item, six, it to set the tax rate.

Ms. Weakland noted that it is possible to do an amendment to certain parts of the budget within the year if needed.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10335; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Ladd, Norman, Payton

NAY: None

ABSTAIN: None

ABSENT: Dufford

5. 2022-107 – RESOLUTION RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2022-2023 BUDGET (DISTRICT: NONE) (FINANCE)

Dan Corrales moved to approve Resolution No. 2022-107; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

6. 10336 – AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023 (DISTRICT: NONE) (FINANCE)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10336.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10336; seconded by John Norman.

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

CONSENT AGENDA

Dan Corrales moved to approve Consent Agenda items 7 – 21, excluding item 8; seconded by John Norman.

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

7. MOTION APPROVING THE FOLLOWING MINUTES:

7a. REGULAR SESSION OF AUGUST 23, 2022

9. 096-2022 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH ONYX GENERAL CONTRACTORS, LLC REGARDING THE MARIENFELD TRAFFIC SIGNAL IMPROVEMENTS PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF \$156,079.50 AND TO PROVIDE FOR THE REPLACEMENT OF A STORM DRAIN PIPE AND THE REPLACEMENT OF TRAFFIC AND PEDESTRIAN IMPROVEMENTS THAT MUST BE REMOVED TO REPLACE THE STORM DRAIN PIPE; AND APPROPRIATING FUNDS FROM THE DRAINAGE FUND FOR SAID PROJECT (DISTRICT 3) (GENERAL SERVICES)
10. 2022-109 – RESOLUTION APPROVING A CONTRACT WITH AMSTAR, INC., THROUGH BUYBOARD FOR THE REPAIR OF FIVE (5) PARKING LOTS LOCATED AT MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST OF \$176,477.01; APPROVING \$44,119.25 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)
11. 2022-110 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 405 FEET FROM THE NORTH LINE AND 1,362 FEET FROM THE EAST LINE, SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 405 FEET SOUTH OF ARAPAHOE ROAD AND 1,362 FEET WEST OF ELKINS ROAD) (DISTRICT 1) (DEVELOPMENT SERVICES)
12. 2022-111 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL 10 OIL AND GAS WELLS LOCATED IN SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 405 FEET SOUTH OF
PACKET 4b.3 September 27, 2022

ARAPAHOE ROAD AND BETWEEN 1,040 AND 1,220 FEET EAST OF TODD DRIVE EXTENSION) (DISTRICT 1) (DEVELOPMENT SERVICES)

13. 2022-112 – RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES)
 14. 2022-113 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 500 FEET AND 501 FEET SOUTH OF EAST CYNTHIA DRIVE EXTENSION AND BETWEEN 1,096 FEET AND 1,221 FEET WEST OF TODD DRIVE); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
 15. 2022-114 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 359 FEET SOUTH OF EAST CYNTHIA DRIVE EXTENSION AND BETWEEN 1,803 FEET AND 1,903 FEET WEST OF TODD DRIVE); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
 16. 2022-115 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,575 FEET AND 1,697 FEET EAST OF RANKIN HIGHWAY AND BETWEEN 500 FEET AND 590 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
 17. 2022-116 – RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 952 FEET AND 1,121 FEET WEST OF RANKIN HIGHWAY AND BETWEEN 433 FEET AND 460 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
 18. 2022-117 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN
- PACKET

DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 183 FEET FROM THE NORTH LINE AND 380 FEET FROM THE WEST LINE, SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 380 FEET EAST OF SOUTH LAMESA ROAD AND 463 FEET SOUTH OF INTERSTATE 20); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

19. 2022-118 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 90 FEET FROM THE SOUTH LINE AND 271 FEET FROM THE EAST LINE, SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 271 FEET WEST OF SOUTH LAMESA ROAD AND 205 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
20. 2022-119 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 110 FEET FROM THE SOUTH LINE AND 1,142 FEET FROM THE EAST LINE, SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 1,142 FEET WEST OF SOUTH LAMESA ROAD AND 185 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
21. 097-2022 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF CARROLLWOOD ADDITION, BEING A 31.29-ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ANTELOPE TRAIL, APPROXIMATELY 3,000 FEET NORTH OF WEST COUNTY ROAD 140 (DISTRICT: NONE) (DEVELOPMENT SERVICES)

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

8. 2022-108 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS NEEDED FOR THE TREATMENT OF DRINKING WATER FOR FISCAL YEAR 2023 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF \$3,140,910.30 (DISTRICT: ALL) (GENERAL SERVICES)

Utilities Director Carl Craigo gave a brief overview of the item noting chemicals purchased for the Water Treatment Plant have been increasing over the last two years. The budgeted amount is only if the plant has to run at max for the entire year.

Council Member Corrales suggested looking at the budget even closer for next year for

funding.

John Norman moved to approve Resolution No. 2022-108; seconded by Dan Corrales.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

SECOND READINGS

22. 10337 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.7-ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TODD DRIVE AND MARIE DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 23, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10337.

Lori Blong moved to approve the second and final reading of Ordinance No. 10337; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

23. 10338 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.77-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF WAYSIDE DRIVE, APPROXIMATELY 57 FEET NORTH OF EAST GIST 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 AUGUST 23, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10338.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10338; seconded by Lori Blong.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

24. 10339 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH C STREET), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 23, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10339.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10339; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

25. 10340 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE TRACT OF LAND DESCRIBED AS LOTS 7 THROUGH 9, BLOCK 93, A 0.263-ACRE PORTION OF BLOCK 96, THE NORTH 40 FEET OF THE WEST 175 FEET OF BLOCK 104, THE ABANDONED PORTIONS OF THE BRUNSON STREET RIGHT-OF-WAY, A 14,408-SQUARE FOOT PORTION OF WEST INDIANA STREET RIGHT-OF-WAY, AND A 2,650-SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE RIGHT-OF-WAY, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, AND SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A CIVIC CENTER AND COMMUNITY CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF SOUTH L STREET AND WEST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 23, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10340.

Lori Blong moved to approve the second and final reading of Ordinance No. 10340; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

26. 10341 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 36,700-SQUARE FOOT PORTION OF LOT 3A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 340 FEET NORTH OF WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN INDOOR COMMERCIAL AMUSEMENT FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 23, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10341.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10341; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

PUBLIC HEARINGS

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

27. 10342 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,592-SQUARE FOOT PORTION OF THE TRACT OF LAND DESCRIBED AS THE WEST FIVE FEET OF LOT 5, LOTS 6 THROUGH 13, AND LOTS 19 THROUGH 21, BLOCK A, GARRETT PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CARLTON STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION;

MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10342.

Mayor Payton opened the public hearing at 10:38 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. 10342; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

28. 098-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE OIL AND GAS WELL REBEL 115 MIPA UNIT #H120LS; SAID WELL BEING GENERALLY LOCATED 410 FEET EAST OF SOUTH LAMESA ROAD AND 463 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:39 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

29. 099-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE OIL AND GAS WELL REBEL 140 MIPA UNIT #H140LS; SAID WELL BEING GENERALLY LOCATED 1,172 FEET WEST OF SOUTH LAMESA ROAD AND 185 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:39 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

30. 100-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: STIMSON E17B 102H; STIMSON E17C 103H; STIMSON E17D 104H; STIMSON E17E 105H; STIMSON E17F 106H; STIMSON E17G 107H; STIMSON E17H 108H; STIMSON E17I 109H; AND STIMSON E17J 110H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 405 FEET AND 406 SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,182 FEET AND 1,342 WEST OF ELKINS ROAD; PUBLIC HEARING ONLY (DISTRICT 1) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:40 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

PACKET

4b.9

September 27, 2022

31. 10343 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 4, FANNIN TERRACE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CAMARIE AVENUE, APPROXIMATELY 180 FEET WEST FROM NORTH GARFIELD STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10343.

Development Services Director Chuck Harrington gave a brief overview of the item noting the applicant would like to build a garage adjacent to his rear property line and is asking Council to grant an exception. Whenever there is access to the alley, an additional five feet is required, therefore, staff recommends denial.

Mayor Payton opened the public hearing at 10:43 a.m.

William Hughes, 2305 Camarie Ave, the owner of the property, reported that the only reason he would like to build it in that area is because building anywhere else would require him to cut down 60 year old oak trees.

Ricky Schmitt, Seminole, Texas, agreed they could move the location of the shop door. Placing the door in a location not leading into the alley would be fine according to Development Services Director Chuck Harrington.

There being no one else wishing to speak, the public hearing was closed at 10:47 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10343 with the amendment to add a condition that the access door not be on the alley side; seconded by Dan Corrales.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

32. 10344 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 317.56-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING

DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

This item was pulled by the applicant.

MISCELLANEOUS

33. 101-2022 – MOTION GRANTING FAST SIGNS' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR A 36,700 SQUARE FOOT PORTION OF LOT 3A, BLOCK 1, NORTH PARK, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 340 FEET NORTH OF WEST LOOP 250 NORTH) (DISTRICT 1) (DEVELOPMENT SERVICES)

Robin Poole moved to approve Motion No. 101-2022; seconded by Lori Blong.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

34. 10345 – AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10222; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (ENGINEERING SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10345.

Transportation Manager Gabe McClelland gave a brief overview of the item noting the ordinance needs to be amended to reflect a change to encompass a new area for school drop off at the YWLA campus.

Discussion ensued about adding flashing lights at all crosswalk locations. Staff noted that it could be done if a funding source were found.

Council Member Poole suggested meeting with the school board to collaborate and

possibly assist with funding issues.

Lori Blong moved to approve the first of two readings of Ordinance No. 10345; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

35. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

Dan Corrales moved to appoint Beth Meeks to replace Dr. Laura Erickson on the Animal Services Advisory Commission; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Payton, Ladd, Norman

NAY: Poole, Blong

ABSTAIN: None

ABSENT: Dufford

John Norman moved to appoint Ankur Bhakta to replace Alex Singh on the Citizen Development Hotel/Motel Tax Advisory Board; seconded by Dan Corrales.

The motion failed by the following vote:

AYE: Corrales, Norman

NAY: Poole, Blong, Payton, Ladd

ABSTAIN: None

ABSENT: Dufford

It was noted by Council that their "no" vote was not against Mr. Bhakta but because more time was needed to review all applications.

Lori Blong moved to defer remaining appointments to the next meeting; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

PUBLIC COMMENT

36. 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.)

PACKET

4b.12

September 27, 2022

MINUTES

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September 13, 2022

Council Member Corrales suggested moving the Hotel/Motel application deadline up a couple of weeks to give Council Members more time to review the applications. Council Member Corrales also provided upcoming events within the community.

Mrs. Shirley Howard, Midland, questioned why there is a deadline for Hotel/Motel application review if it's not being upheld and suggested Council honor the deadline set.

Mayor Payton noted they need more time to review applications in order to pick the right person and that Council Member Corrales's comments about moving the deadline will help the process.

Ross Schumann, 4003 Gleneagles Ct, noted he applied for two boards but is willing to serve on any board that the Council has an opening.

All the business at hand having been completed, the meeting adjourned at 11:05 a.m.

PASSED AND APPROVED September 27, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Meeting

Item Number: 5
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR THE WATER SYSTEM IMPROVEMENTS AT BUSINESS 20 AND SAN ANDRES WATER MAIN EXTENSION PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF \$595,901.00; APPROVING \$119,180.20 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the Water System Improvements at Business 20 and San Andres Water Main Extension Project for a cost of \$595,901.00 with a \$119,180.20 contingency for a total cost of \$715,081.20.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Admin FY22 Operating Fund and will be transferred and appropriated to a project for the said purposes.

Discussion:

Motion 078-2022 approved plans and specifications and authorized advertisement for sealed bids for the Water System Improvements at Business 20 and San Andres Water Main Extension Project for the Utilities Department. The bid request was sent to ninety-five (95) companies. We received four (4) bids. Staff recommends awarding a contract to TEC Excavation Inc. for the amount of \$595,901.00. Please see the attached memo from Carl Craig, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Water System Improvements

at Business 20 and San Andres Water Main Extension Project for the Utilities Department to TEC Excavation Inc. of Midland, Texas for the amount of \$595,901.00. Staff is also requesting an additional \$119,180.20 in contingences for a total cost of \$715,081.20.

Jina Gang

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AWARDDING A CONTRACT FOR THE
WATER SYSTEM IMPROVEMENTS AT BUSINESS 20
AND SAN ANDRES WATER MAIN EXTENSION
PROJECT TO TEC EXCAVATION, INC., FOR AN
AMOUNT OF \$595,901.00; APPROVING \$119,180.20 FOR
CONTINGENCIES; AND APPROPRIATING FUNDS**

WHEREAS, Motion 078-2022 approved plans and specifications and authorized the advertisement for bids for the Water Systems Improvement at Business 20 and San Andres Water Main Extension Project; and

WHEREAS, bids were opened on August 31, 2022, with the lowest bid being submitted by TEC Excavation, 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 TEC Excavation, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to TEC Excavation, Inc., for the Water Systems Improvement at Business 20 and San Andres Water Main Extension Project; and

WHEREAS, the City Council finds it to be in the public interest to approve \$119,180.20 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with TEC Excavation, Inc., for the Water Systems Improvement at Business 20 and San Andres Water Main Extension Project for an amount of \$595,091.00. 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 the sum of \$119,180.20 for contingencies is hereby approved

for said contract.

SECTION THREE. That funds are available in the Utilities Admin FY22 Operating Fund and shall be transferred and appropriated to a project for said purpose.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay TEC Excavation, 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, 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, Purchasing Manager
FROM: Carl Craig, PE, Utilities Director
SUBJECT: Consider a resolution awarding the construction of BI 20 water main extension
DATE: September 26, 2022

This Resolution is to award the construction of the water main extension from San Andres Rd to BI 20 just east of Cheyenne Rd. This project will provide a second water main feed to the area of town to the east of Midland draw. The new line will allow the area to be provided water during the maintenance of the existing water main. This project was designed by Parkhill, an approved on-call engineering company (Resolution 2020-091). There were four bidders for the construction of the project with the range of bids being \$595,901 to \$674,014. Utilities recommend the project be awarded to the low bidder TEC Excavation for the cost of \$595,901.00 with a 20% contingency for a not to exceed cost of \$715,081.20.

This will be paid for with Utilities Admin FY22 Operating Fund.



CITY OF MIDLAND WATER SYSTEM IMPROVEMENTS BUSINESS 20 AND SAN ANDRES WATER MAIN EXTENSION

MIDLAND, TEXAS

August 31, 2022

2:00 PM

BASE BID				TEC EXCAVATION, INC. PO BOX 80455 MIDLAND, TEXAS 79708		BOLER EQUIPMENT SERVICE, INC 4611 SINCLAIR AVE. MIDLAND, TEXAS 79707		ENTRENCH, INC. 3311 N. GRIMES STREET HOBBBS, NEW MEXICO 88240		EDGARDO MADRID & ASSOCIATES, LLC 6216 SPAHN STREET MIDLAND, TEXAS 79706	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Mobilization/Demobilization	1	LS	\$13,000.00	\$13,000.00	\$28,506.40	\$28,506.40	\$15,000.00	\$15,000.00	\$17,375.00	\$17,375.00
2.	6" C900 PVC DR 18 Water Main	180	LF	\$55.00	\$9,900.00	\$85.00	\$15,300.00	\$65.00	\$11,700.00	\$51.43	\$9,257.40
3.	12" C900 PVC DR 18 Water Main	3,007	LF	\$101.00	\$303,707.00	\$108.00	\$324,756.00	\$115.00	\$345,805.00	\$101.12	\$304,067.84
4.	Warning Tape and Tracer Wire	3,297	LF	\$0.50	\$1,648.50	\$2.00	\$6,594.00	\$0.25	\$824.25	\$0.30	\$989.10
5.	Remove Ductile Iron Fittings	1	LS	\$3,500.00	\$3,500.00	\$1,050.00	\$1,050.00	\$2,250.00	\$2,250.00	\$1,390.00	\$1,390.00
6.	Ductile Iron Fittings	3.1	TON	\$11,200.00	\$34,720.00	\$12,250.00	\$37,975.00	\$7,650.00	\$23,715.00	\$11,585.65	\$35,915.52
7.	24" Steel Casing (0.375") in Open Trench	40	LF	\$215.00	\$8,600.00	\$225.00	\$9,000.00	\$215.00	\$8,600.00	\$234.56	\$9,382.40
8.	24" Steel Casing (0.375") in Bore	55	LF	\$399.00	\$21,945.00	\$510.00	\$28,050.00	\$495.00	\$27,225.00	\$554.26	\$30,484.30
9.	12" C900 PVC DR 18 Slick Bore	85	LF	\$185.00	\$15,725.00	\$125.00	\$10,625.00	\$175.00	\$14,875.00	\$284.60	\$24,191.00
10.	12" x 6" Tapping Sleeve with 6" Gate Valve and Box	1	EA	\$6,800.00	\$6,800.00	\$2,950.00	\$2,950.00	\$6,400.00	\$6,400.00	\$5,908.89	\$5,908.89
11.	6" Gate Valve and Box	8	EA	\$1,900.00	\$15,200.00	\$2,075.00	\$16,600.00	\$3,100.00	\$24,800.00	\$2,240.68	\$17,925.44
12.	12" Gate Valve and Box	7	EA	\$4,850.00	\$33,950.00	\$3,900.00	\$27,300.00	\$7,500.00	\$52,500.00	\$5,418.22	\$37,927.54
13.	12" Water Main Cap	1	EA	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$993.85	\$993.85
14.	Fire Hydrant	9	EA	\$5,900.00	\$53,100.00	\$3,500.00	\$31,500.00	\$6,770.00	\$60,930.00	\$5,671.20	\$51,040.80
15.	Air Valve and Vault	1	EA	\$19,800.00	\$19,800.00	\$20,500.00	\$20,500.00	\$25,730.00	\$25,730.00	\$21,519.98	\$21,519.98
16.	Connect to Existing Water Main	5	EA	\$3,600.00	\$18,000.00	\$1,500.00	\$7,500.00	\$4,800.00	\$24,000.00	\$6,533.00	\$32,665.00
17.	Asphalt Pavement Removal and Replacement	140	SY	\$160.00	\$22,400.00	\$58.00	\$8,120.00	\$49.00	\$6,860.00	\$173.75	\$24,325.00
18.	Concrete Pavement Removal and Replacement	10	SY	\$259.00	\$2,590.00	\$120.00	\$1,200.00	\$225.00	\$2,250.00	\$486.50	\$4,865.00
19.	Concrete Rip Rap Removal and Replacement	31	SY	\$115.00	\$3,565.00	\$108.00	\$3,348.00	\$125.00	\$3,875.00	\$486.50	\$15,081.50
20.	Concrete Curb and Gutter Removal and Replacement	39	LF	\$50.00	\$1,950.00	\$40.00	\$1,560.00	\$50.00	\$1,950.00	\$48.65	\$1,897.35
21.	Tree Removal	1	EA	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$425.00	\$425.00	\$1,042.50	\$1,042.50
22.	Flood Gauge Removal and Replacement	1	EA	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$347.50	\$347.50
23.	Traffic Control	1	LS	\$4,000.50	\$4,000.50	\$10,000.00	\$10,000.00	\$11,700.00	\$11,700.00	\$20,850.00	\$20,850.00
	TOTAL				\$595,901.00		\$598,634.40		\$674,014.25		\$669,442.91

September 7, 2022

Mr. Carl Craig
Director of Utilities
City of Midland
300 N. Lorraine
Midland, Texas 79702

Re: City of Midland Water System Improvements Business 20 and San Andres Water Main Extension
Recommendation for Award of Construction Contract

Dear Mr. Craig:

We reviewed bids for the noted project received August 31, 2022, and determined all bids were submitted in accordance with guidelines established in the bid documents as well as procedures adopted by City of Midland. Bids were determined tabulated properly and are consistent with figures recorded during the bid opening. Enclosed is a detailed bid tabulation form for reference.

We recommend the Construction Contract for the City of Midland Water System Improvements Business 20 and San Andres Water Main Extension project be awarded to low bidder, TEC Excavation, Inc., including all Base Bid Proposal items for **total Contract amount of \$595,901.00.**

For anything further, please contact me directly at 806.378.8623 or kglover@parkhill.com.

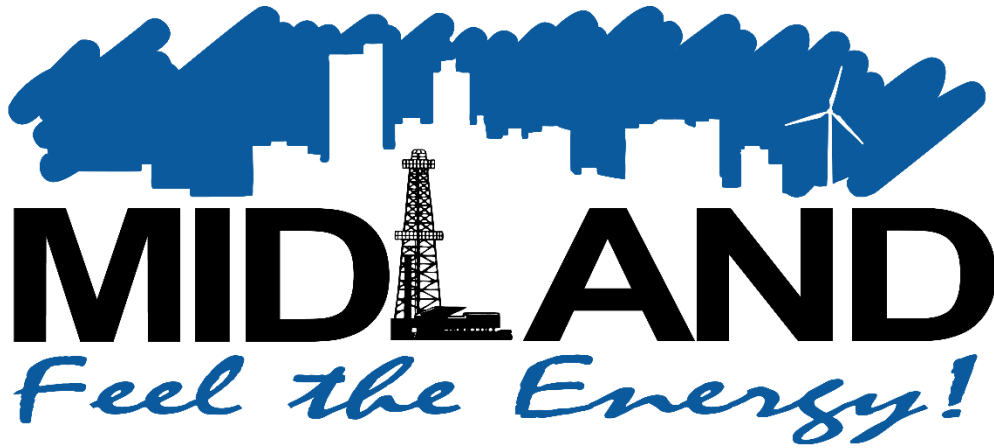
Sincerely,

PARKHILL

By 
Kole T. Glover, PE
Associate | Project Manager

KTG/kg
Encl

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PROJECT MANUAL

CITY OF MIDLAND, TEXAS

Water System Improvements

Business 20 and San Andres Water Main Extension

July | 2022

Parkhill Project # 01285419

ADDENDUM NO: 01

TO: ALL PLANHOLDERS

FROM: Kole T. Glover, PE

PROJECT NAME: City of Midland Water System Improvements
Business 20 and San Andres Water Main Extension

PROJECT NO.: 01.2854.19

DATE: August 25, 2022

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents dated July 2022 as noted below:

This Addendum consists of 2 pages, the attached Table of Contents, the attached sections nos. 00 41 00 and 00 52 20 and the attached Pre-Bid Meeting Minutes and Attendance Sheet.

I. CHANGES TO TABLE OF CONTENTS

1. REMOVE and REPLACE the Table of Contents in its entirety as attached to this Addendum.

II. CHANGES TO ADVERTISEMENT

1. NONE

III. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. SECTION 00 41 00 – BID FORM
 - a. REMOVE and REPLACE Section 00 41 00 in its entirety as attached to this Addendum.
2. SECTION 00 52 20 – CONTRACT FOR CONSTRUCTION
 - a. REMOVE and REPLACE Section 00 52 20 in its entirety as attached to this Addendum.

IV. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:

1. NONE

V. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

1. NONE

VI. CHANGES TO DRAWINGS:

1. SHEET G-003 – GENERAL NOTES, LEGEND, CONTACT LIST AND CONTROL POINTS
 - a. REVISE Note 40 to read:
“40. CONTRACTOR MUST HOLD PRIOR TO BIDDING (EITHER ON PAYROLL OR THROUGH CONTRACT) A TCEQ WATER CLASS D **LICENSE** AND **EITHER A WASTEWATER CLASS D OR CLASS 1 COLLECTIONS LICENSE**. CONTRACTOR MUST INCLUDE PROOF OF HAVING BOTH OF THESE LICENSES WITH THE BID SUBMITTAL OR IT WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED. CONTRACTOR MUST MAINTAIN BOTH LICENSES FOR THE ENTIRETY OF PROJECT.”

- b. ADD and INCORPORATE Note 46 as follows:
"46. CONTRACTOR MUST PROVIDE TWO (2) BUSINESS DAYS ADVANCED NOTICE FOR ANY PLANNED INTERRUPTION OF SERVICES (WATER/WASTEWATER) OR ACCESS (BLOCK DRIVEWAYS) TO A PROPERTY."
- c. ADD and INCORPORATE Note 47 as follows:
"47. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING AND STAKING, TRAFFIC CONTROL, AND TESTING AS REQUIRED BY CONTRACT DOCUMENTS."

VII. CLARIFICATIONS:

1. If Contractor submits their bid in person, it will need to be to the Receptionist on the 1st Floor of City of Midland City Hall.
2. By submitting Bid, Contractor certifies that they will execute Construction Contract as is with no changes.

END OF ADDENDUM NO. 01



08/25/2022

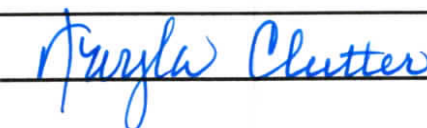
Respectfully submitted,

PARKHILL

By: 

Receipt of this addendum shall be acknowledged by the Bidder, below and on the bid Proposal. This entire addendum, or a copy thereof, shall be attached to the bid Proposal submitted.

ACKNOWLEDGED:

Addendum 1By: 

PRE-BID MEETING MINUTES

PROJECT NAME: City of Midland Business 20 & San Andres Water Main Extension

PARKHILL PROJECT NO.: 01.2854.19

DATE: August 17, 2022 TIME: 3:00 PM

LOCATION: Parkhill – Midland Office

ATTACHMENTS: Attendance Sheet

I. ATTENDANCE: See attachment.

II. INTRODUCTIONS

A. OWNER

- i. City of Midland
300 N. Lorraine
Midland, Texas 79701
432.685.7100
- ii. Carl Craigo, PE
Director Public Works
432.685.7261
ccraigo@midlandtx.gov

B. ENGINEER

- i. Parkhill
1700 W. Wall Street
Suite 100
Midland, Texas 79701
432.697.1447
- ii. Kole T. Glover, PE
Project Manager
806.378.8623
kglover@parkhil.com
- iii. Diana Welch Palmieri
Project Engineer
432.681.6117

III. SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

A. DATE & TIME: - *Read Aloud*

- i. Opening Date & Time: August 31, 2022, 2:00 PM, Local Time
- ii. Bid Opening Location: Midland City Hall, 300 N. Lorraine, Midland, Texas 79701
- iii. Bid opening is public and all bidders are welcome to attend.

IV. SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

A. BID REQUIREMENTS & PREPARATIONS OF BIDS

- i. Contractor's Proposal (Section 00 41 10 – BID FORM)
 - a. All pricing items must be filled in or the bid will be rejected.
 - b. The bid must have an original signature or the bid will be rejected.

- c. The bid form shall not be changed or altered in any manner or the bid will be rejected.
 - d. Any addenda issued up to the date of Bid Opening must be acknowledged on page 1 of the Bid Form or the bid will be rejected.
 - e. Changes may be made to the bid by email 48 hours prior to the Bid Opening.
- ii. Bid Security (Section 00 43 13 – BID BOND)
 - a. A five percent security will be submitted with the bid. The five percent will be based on the maximum amount of the bid including all additive alternates.
 - b. The security must be in the form of a cashier's check, bond or combination of the two providing it equals five percent.
 - c. Bonds must have an original signature and have a power of attorney attached.
 - d. Securities including cashier's checks will not be returned until the bid is fully let. This can take up to sixty days.
- iii. Qualifications of Bidders (Section 00 45 13 – BIDDER'S QUALIFICATIONS STATEMENT)
 - a. Form must be filled out in its entirety.
 - b. Qualifications will need to include financial data, previous experience, present commitments and a list of Subcontractors, Suppliers, and Others.

B. NOTE: THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN ACCORDANCE WITH STATE LAW.

V. ENGINEER'S OVERVIEW

A. SUMMARY OF PROJECT - *Read Aloud*

- i. Work consists of approximately 3,000 linear feet of new 12-inch buried water main and associated appurtenances.

B. OPINION OF PROBABLE COST

- i. \$750,000

C. PLANS AND SPECIFICATIONS – *Read Aloud*

- i. Planholders must register through Parkhill via email at bids@parkhill.com to guarantee accurate communication, including distribution of Addenda.
- ii. All questions concerning the documents will be directed to Engineer's office, via email at bids@parkhill.com. Do not address any questions to the Owner during the bid stage.
- iii. Plans and specifications are being issued through Parkhill electronically at no charge, or via hard copy through Parkhill for a non-refundable fee of \$50.

D. ADDENDA

- i. No Addenda to date.
- ii. Addenda will be issued no later than 48-hours Prior to Bid Opening.
- iii. All items discussed in today's Pre-Bid Meeting will be issued to all registered Planholders through an Addendum issued by the Engineer.

VI. OTHER PERTINENT ITEMS

A. EVALUATION OF BIDS AND AWARD OF CONTRACT

- i. Provided Bid Prices are acceptable, and all Bid Requirements have been met, the

expected time of award will be 30 days after Bid Opening.

- ii. Upon award of Contract, Contractor will be expected to:
 - a. Submit all insurance policy requirements.
 - b. Execute the Agreement between Owner and Contractor for Construction Contract.
 - c. Furnish Payment and Performance Bonds.
 - d. Submit any additional requirements as outlined in the Project Manual.

B. PRE-CONSTRUCTION CONFERENCE

- i. Engineer will schedule based on availability of owner and selected contractor, typically within 15 days after receipt of all items noted in VI.A.ii.

C. CONSTRUCTION PHASE AND ADMINISTRATION

- i. Contract Times:
 - a. Work must be substantially complete within 120 days after Contract Times commence.
 - b. Work must be ready for final payment within 150 days after Contract Times commence.
- ii. Liquidated Damages
 - a. \$1,000/day for each day that expires after time specified for Substantial Completion until work is substantially complete.
- iii. Work Schedule:
 - a. _____
- iv. Awarded contractor to obtain any necessary permits from City of Midland (fees waived).
- v. Staging/stockpile area to be coordinated with City personnel.
- vi. Coordination with City required for all shutdowns. Max shutdown time will be determined on a base-by-case basis based on time of year and utilities affected.
- vii. Temporary Facilities and Controls:
 - a. Construction Water: provided by City of Midland metered at select hydrant location.
 - b. Electricity: Contractor shall be responsible for providing temporary electric service as required.
 - c. Facilities: Contractor shall provide and maintain required sanitary facilities and enclosures.
- viii. City of Midland has secured easement and access to all necessary parcels.
- ix. Construction Administration will be tracked and transmitted via Newforma/InfoExchange.
- x. Awarded Contractor will be sent a password to access our Newforma/InfoExchange website to allow the uploading of RFIs, Submittals, Pay Applications, etc. electronically.

D. SCHEDULE: - Will be determined after contract is awarded

- i. Refer to Section 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE regarding lead times to allow for manufacturing and delivery of products/material for incorporation into the Work. Failure to timely submit and process submittals and ordering of products/materials for delivery to site, will not be grounds for approval of substitutions for other products/materials, or an extension to the construction timeline.

VII. SITE VISIT – Did not visit site

A. TOUR OF WORK SITE

- i. Contractor Staging
- ii. Parking Locations
- iii. Site Access

iv. Available Utilities

VIII. OPEN Q&A:

- A. Question about air valve size. Answered by plans.
- B. Question about estimated start date. None as of now.
- C. Question about if City of Midland contract has changed. It has not.
- D. Josh Ferguson comments on safety:
 - i. "Safety is the number one priority on any City of Midland project site. If additional measures are needed or work needs to be delayed to keep everyone safe, then that is an easy choice to defend and justify. Nothing on a City project is more important than making sure everyone gets home safely."

PRE-BID MEETING ATTENDANCE

PROJECT NAME: City of Midland Business 20 & San Andres Water Main Extension

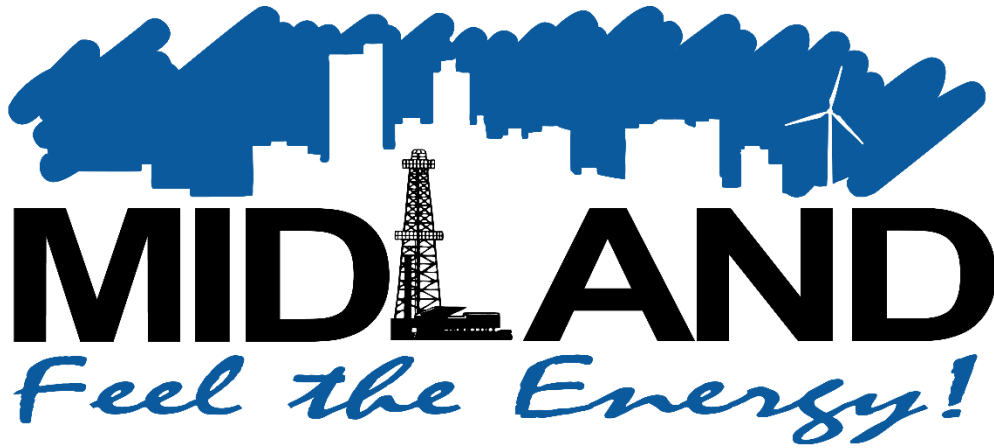
PROJECT NO.: 01.2854.19

DATE: August 17, 2022

TIME: 3:00 PM

LOCATION: Parkhill Midland

NAME	ORGANIZATION	PHONE NUMBER	EMAIL
Diana Palmieri	Parkhill		
KEVIN KREGER	Parkhill		
Jonathan Dimas	MH Civil	806-367-6043	bid@mh-civil.com
Everardo Rodriguez	ENTRENCH INC.	915-472-9715	ever@entrenchinc.com
Saul Natera	Natera Excavation	432-634-2582	Nateraexcavation@gmail.com
Kylee McClendon	Boler Equipment	432-694-0660	Kylee@boler.net
Robin Boler	Boler Equipment	432-694-0660	robina@boler.net
Greg Boler	Boler Equipment	432-694-0660	greg@boler.net
Josh Ferguson	City of Midland	(432) 685-7290	jferguson@midlandtexas.gov
Erika Martinez	" "	432-685-7290	emonoz@midlandtexas.gov



PROJECT MANUAL

CITY OF MIDLAND, TEXAS

Water System Improvements

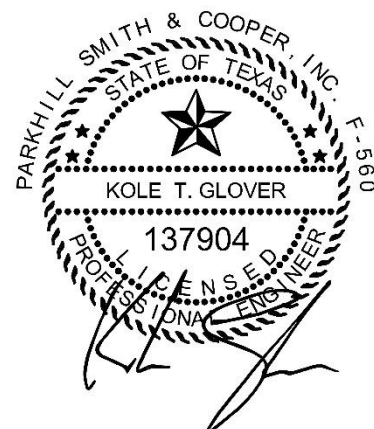
Business 20 and San Andres Water Main Extension

July | 2022

Parkhill Project # 01285419

PACKET

5.17



07/19/2022

September 27, 2022

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SECTION 00 11 13 - ADVERTISEMENT

Sealed proposals addressed to the City of Midland will be received at 300 North Loraine, Midland, Texas 79701 until August 31 at 2:00 p.m. for Water System Improvements, Business 20 and San Andres Water Main Extension.

Immediately following the closing time for receipt of bids, proposals will be publicly opened and read aloud at 300 North Loraine, Midland, Texas 79701. Any bid received after closing time will be returned unopened. Bids will be tabulated and presented to the City of Midland for action at a later date.

Information for bidders, proposal forms, specifications and plans are on file at the City of Midland and the office of Parkhill, Consulting Engineers, 1700 West Wall, Suite 100, Midland, Texas 79701, 432.697.1447.

Prospective Bidders may examine and obtain Bidding Documents by contacting the issuing office directly via email at bids@parkhill.com or by going to the following website: <https://parkhill.com/projects-for-bid/>.

Copies of the biddings documents may be obtained from the issuing office as follows:

1. Download documents (PDF file extension format) from the Parkhill Info Exchange web site after registering as a plan holder with issuing Parkhill office. **No cost or deposit required for this option.**
2. One set of paper copies for a non-refundable deposit of \$50.00.
3. A digital copy (PDF file extension format) upon a non-refundable deposit of \$20.00 per each CD.

A pre-bid conference for the Project will be held on August 17th at 3PM at 1700 West Wall, Suite 100, Midland, Texas 79701. Attendance at the pre-bid conference is encouraged but not required.

Deposit shall be company or cashiers' check made payable to Parkhill. No partial sets issued.

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have meanings indicated in General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have meanings indicated here:
- A. Issuing Office: Where Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the format stated in Section 00 11 13, “Advertisement.”
- 2.02 Use complete sets of Bidding Documents in preparing Bids. Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- 2.03 In making copies of Bidding Documents available on aforementioned terms, Owner and Engineer do so only to obtain Bids for Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder qualifications to perform Work, Bidder shall submit with bid (a) written evidence establishing qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Subcontractor and supplier qualification information. Coordinate with provisions of Article 12 - Subcontractors, Suppliers, and Others.
- B. Other required information regarding qualifications.
- 3.02 Bidder failure to submit required qualification information may disqualify Bidder from receiving Award of Contract.
- 3.03 No requirement in Article 3 to submit information will prejudice Owner’s right to seek additional, pertinent information regarding Bidder qualifications.
- 3.04 Bidder is advised to carefully review those portions of Bid Form requiring Bidder representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT SITE

- 4.01 Site and Other Areas
- A. Site, identified in Bidding Documents, may include rights-of-way, easements, and other lands furnished by Owner for Contractor use. Contractor shall obtain and pay for any additional lands required for temporary construction facilities, construction equipment, or storing materials and equipment, and any access needed for such additional lands.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. Supplementary Conditions identify:

- a. Reports known to Owner of explorations and tests of subsurface conditions at or adjacent to Site.
- b. Drawings known to Owner of physical conditions relating to existing surface or subsurface structures at Site (except underground facilities).
- c. Reports and Drawings known to Owner relating to Hazardous Environmental Conditions identified at or adjacent to Site; and
- d. Technical Data contained in such Reports and Drawings.

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

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

B. Underground Facilities: Information and data shown or indicated in Bidding Documents with respect to existing Underground Facilities at or contiguous to Site, are set forth in Contract Documents and based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Articles 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for data adequacy furnished to prospective Bidders with respect to a Site Hazardous Environmental Condition, if any, and possible changes in Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at Site not shown or indicated in Drawings or Specifications or identified in Contract Documents to be within the scope of Work, appear in Article 5.06 of General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct required Site visit during normal working hours and not disturb any ongoing operations at Site.
- B. Bidder is not required to conduct any subsurface testing or exhaustive investigations of Site conditions.

- C. On request and to extent Owner has control over Site, and schedule permitting, Owner will provide Bidder access to Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner authority regarding Site.
- D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner, property owners, or other entities controlling Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes, clean up, and restore Site to former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

- A. Site visits and work may be governed by an Owner safety program. As General Conditions indicate, if an Owner safety program exists, it will be noted in Supplementary Conditions.

4.05 Other Work at Site

- A. Reference is made to Article 8 of the Supplementary Conditions for identifying the general nature of other work Owner is aware of (if any) to perform at Site by Owner or others (such as utilities and other prime contractors) and relates to Work contemplated by Bidding Documents. If Owner is party to a written Contract for such other work, then on request, Owner will provide each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER PRESENTATIONS

5.01 Before submitting a Bid, each Bidder has the responsibility to:

- A. Examine and carefully study Bidding Documents and any data and reference items identified in Bidding Documents;
- B. Visit Site, conduct a thorough, alert visual examination of Site and adjacent areas, and become familiar with and satisfy himself as to general, local, and Site conditions affecting cost, progress, and Work performance;
- C. Become familiar with and satisfy himself as to all laws and regulations affecting cost, progress, and Work performance;
- D. Carefully study all: (1) exploration reports and subsurface condition tests at or adjacent to Site, and all physical condition drawings relating to existing surface or subsurface structures at Site identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to Site identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. Consider information known to Bidder himself; information commonly known to contractors doing business in Site locality; information and observations obtained from visits to Site; Bidding Documents; and Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and Work performance; (2) means, methods, techniques, sequences, and construction procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. Agree, based on information and observations previously referred to, at time of submitting Bid, no further examinations, investigations, explorations, tests, studies, or data are necessary for determination of Bid for Work performance at price bid, within times required, and per other terms and conditions of Bidding Documents;
- G. Become aware of the general nature of work to perform by Owner and others at Site that relates to Work as indicated in Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovers in Bidding Documents and confirm written resolution, thereof, by Engineer, is acceptable to Bidder;
- I. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work; and
- J. Agree the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

ARTICLE 6 – PREBID CONFERENCE

- 6.01 Prebid conference, if any, will be held at time and location stated in Section 00 11 13, "Advertisement." Owner and Engineer representatives will be present to discuss Project. Engineer will transmit to all prospective Bidders of record, such Addenda as Engineer considers necessary, in response to questions arising at conference. Oral statements may not be relied upon and nor binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 Submit all questions about meaning or intent of Bidding Documents to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions, will be issued by Addenda delivered to all parties recorded as having received Bidding Documents. Questions received less than 10 days prior to date for opening Bids, may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications, will be without legal effect.
- 7.02 Issue Addenda to clarify, correct, supplement, or change Bidding Documents. Addenda will be issued to document holders by one of these methods:
 - A. Email notification to document holder with link to download addenda from the PSC Info Exchange web site.
 - B. For document holders without email, pick up Addenda at issuing PSC office or mail via United States Postal Service (USPS).

ARTICLE 8 – BID SECURITY

- 8.01 Bid must be accompanied by Bid security, payable to Owner, 5 percent of Bidder's maximum Bid price (determined by adding base bid and all alternates), and by certified check, bank money order, or Bid bond (Section 00 43 13, "Bid Bond") issued by a surety, meeting requirements of Articles 6.01 and 6.02 of General Conditions.
- 8.02 Bid security of apparent Successful Bidder will be retained until Owner awards Contract and Bidder has executed Contract Documents, furnished required Contract security, and met other conditions of Notice of Award, whereupon Bid security will be released. If Successful Bidder fails to execute and deliver Contract Documents and furnish required Contract security within 15 days after Notice of Award, Owner may consider Bidder in default, annul Notice of Award, and Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 Bid security of other Bidders Owner believes have a reasonable chance of receiving award, may be retained by Owner until the earlier of seven days after Effective Date of Contract, or 61 days after Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders Owner believes DO NOT have a reasonable chance of receiving award, will be released within seven days after Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 Number of days or dates by which Work is to be substantially completed and ready for final payment, are set forth in Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 Contract for Work, as awarded, will be based on materials and equipment specified or described in Bidding Documents without consideration during bidding and Contract award process of possible substitute or "or-equal" items. When Contract allows Contractor to request Engineer to authorize use of substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to nor considered by Engineer until after Effective Date of Contract.
- 11.02 All prices Bidder sets forth in Bid shall be based on the presumption Contractor will furnish materials and equipment specified or described in Bidding Documents, as supplemented by Addenda. Any assumptions regarding possibility of post-Bid approvals, "or-equal," or substitution requests, are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Bidder shall prepare to retain specific subcontractors, suppliers, or other individuals/entities for Work performance if required by Bidding Documents (most commonly in Specifications) to do so. If prospective Bidder objects to retaining any such subcontractor, supplier, or other individual/entity, and concern is not relieved by Addendum, prospective Bidder should refrain from submitting Bid.

-
- 12.02 Subsequent to Bid submittal, Owner may not require Successful Bidder or Contractor to retain any subcontractor, supplier, or other individual/entity against which Contractor has reasonable objection.
- 12.03 Within five days after Bid opening, apparent Successful Bidder and any other Bidder so requested, shall submit to Owner a list of subcontractors or suppliers proposed for Work.
- 12.04 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. After due investigation, if Owner or Engineer, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit substitute, Bidder's Bid price will be increased/decreased by cost difference occasioned by substitution, and Owner may consider price adjustment in evaluating Bids and making Contract award.
- 12.05 If apparent Successful Bidder declines to make substitution, Owner may award Contract to next lowest Bidder who proposes to use acceptable subcontractors, suppliers, or other individuals/entities. Declining to make requested substitutions, will constitute grounds for Bid security forfeiture of Bidder. Any subcontractor, supplier, individual/entity so listed and against which Owner or Engineer makes no written objection prior to giving Notice of Award, will be deemed acceptable to Owner and Engineer subject to subsequent revocation of acceptance as provided in Article 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 Bid Form is included with Bidding Documents.
- A. All blanks on Bid Form shall be completed and Bid Form signed in ink. Erasures or alterations shall be initialed in ink by person signing Bid Form. Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If Bid Form expressly indicates that submitting pricing on specific alternate item is optional and Bidder elects not to furnish pricing for such optional alternate item, Bidder may enter words "No Bid" or "Not Applicable."
- 13.02 Bid by corporation shall be executed in corporate name by corporate officer (whose title must appear under signature), accompanied by evidence of authority to sign. Show corporate address and state of incorporation.
- 13.03 Execute Bid by a partnership in partnership name and signed by a partner (whose title must appear under signature), accompanied by evidence of authority to sign. Show official address of partnership.
- 13.04 Execute Bid by a limited liability company in firm name by a member or other authorized person and accompanied by evidence of authority to sign. Show state of firm formation and official firm address.
- 13.05 Bid by an individual shall show Bidder's name and official address.

-
- 13.06 Execute Bid by a joint venture by an authorized representative of each joint venturer as indicated on Bid Form. Show official address of joint venture.
 - 13.07 Print all names in ink below signatures.
 - 13.08 Bid shall contain acknowledgment of receipt of all Addenda and numbers filled in on Bid Form.
 - 13.09 Show postal and email addresses and phone number for communications regarding Bid.
 - 13.10 Bid shall contain evidence of Bidder authority and qualification to do business in state where Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of Contract, and attach covenant to Bid. Also show Bidder's state contractor license number, if any, on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Lump Sum

- A. Bidders shall submit Bid on a lump sum basis as set forth in Bid Form.

14.02 Unit Price

- A. Bidders shall submit Bid on unit price basis for each item of Work listed in unit price section of Bid Form.
- B. "Bid Price" (or "extended price") for each unit price Bid item, will be the product of "Estimated Quantity" (which Owner or representative set forth in Bid Form) for item and corresponding "Bid Unit Price" offered by Bidder. Total of all unit price Bid items will be the sum of these "Bid Prices;" total will be used by Owner for Bid comparison purposes. Final quantities and Contract Price determined per Article 13.03 of General Conditions.
- C. Discrepancies between multiplication of Work units and unit prices, will be resolved in favor of unit prices. Discrepancies between indicated sum of any column of figures and correct sum thereof, will be resolved in favor of correct sum. I-14-01 gives several frequently-used alternatives for defining basis and determination of Bid prices for comparison purposes of Bids. For particular project, a unique set of Articles may be necessary, following the concept shown. User should carefully review I-14.01 and compare to final Bid Form for clarity and consistency.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 Bidder shall submit Bid Form, Bid security and other documents required to submit under terms of Article 7 of Bid Form.
- 15.02 Bid shall be received no later than date and time prescribed and at place indicated in Section 00 11 13, "Advertisement," and enclose in plainly-marked package with Project title (and, if applicable, designated portion of Project Bid is submitted), name and address of Bidder, and shall be accompanied by Bid security and other required documents. If Bid is sent by mail or other delivery system, sealed envelope containing Bid shall be enclosed in a separate package, plainly-marked on outside with "*BID ENCLOSED*."

-
- 15.03 Bids received after date and time prescribed for Bid opening, or not submitted at correct location or in designated manner, will not be accepted and will be returned to Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 Bid may be withdrawn by appropriate document duly executed in same manner a Bid must be executed and delivered to place where Bids are to be submitted prior to date and time for Bid opening. Upon receipt of such notice, unopened Bid will be returned to Bidder.
- 16.02 If Bidder wishes to modify Bid prior to Bid opening, Bidder must withdraw initial Bid in manner specified in Article 16.01 and submit new Bid prior to date and time for Bid opening.
- 16.03 If within 24 hours after Bids are opened, any Bidder files a duly-signed, written notice with Owner and promptly thereafter demonstrates to reasonable satisfaction of Owner there was material and substantial mistake in Bid preparation, Bidder may withdraw Bid and Bid security returned. Thereafter, if Work is rebid, Bidder will be disqualified from further bidding on Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at time and place indicated in Section 00 11 13, “Advertisement,” and unless obviously non-responsive, read aloud publicly. An abstract of amounts of base Bids and major alternates, if any, will be made available to Bidders after Bid opening.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 19.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 19.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 19.04 If Owner award the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 19.05 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

-
- B. For determination of the apparent low bidder when base bid with alternates are submitted, award may be made to Successful Bidder on base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of the Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of General Conditions, as may be modified by Supplementary Conditions, sets forth Owner requirements as to performance, payment bonds, and insurance. When Successful Bidder delivers Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues Notice of Award to Successful Bidder, it shall be accompanied by unexecuted counterparts of Agreement along with other Contract Documents as identified in Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver required counterpart number of Agreement (and bonds and insurance documentation required by Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of Agreement to Successful Bidder.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in Work. Said taxes shall not be included in Bid. Refer to Section 00 52 20 “Contract for Construction, Article 7.08, for additional information.

SECTION 00 41 00 - BID FORM
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Midland
300 North Loraine
Midland Texas 79701

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all terms and conditions of Section 00 21 13 "Instructions to Bidders," including without limitation, those dealing with disposition of Bid security. This Bid remains subject to acceptance 60 days after Bid opening, or for such longer time Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting Bid, Bidder represents:

A. Bidder examined and carefully studied Bidding Documents, and any data and reference items identified in Bidding Documents, and hereby acknowledges receipt of the following Addenda:

1	8/25/22

B. Bidder visited the Site, conducted a thorough and alert visual examination of Site and adjacent areas, is familiar with and satisfied as to general, local, and Site conditions that may affect cost, progress, and performance of Work.

C. Bidder is familiar with and satisfied as to laws and regulations that may affect cost, progress, and performance of Work.

D. Bidder carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at Site identified in Section 00 52 20 "Contract for Construction," especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to Site identified in the Section 00 52 20 "Contract for Construction," especially with respect to Technical Data in such reports and drawings.

E. Bidder considered: information known to Bidder, information commonly known to contractors doing business near Site, information and observations obtained from Site visits, Bidding Documents, and any

Site-related reports and drawings identified in Bidding Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and performance of Work; (2) means, methods, techniques, sequences, and procedures of construction employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on information and observations referred to in Article 3.01.E, no further examinations, investigations, explorations, tests, studies, or data are necessary to determine Bid for performance of Work at price bid and within times required, per other terms and conditions of Bidding Documents.
- G. Bidder is aware of general nature of work performed by Owner and others at Site that relates to Work as indicated in Bidding Documents.
- H. Bidder gave Engineer written notice of all conflicts, errors, ambiguities, or discrepancies Bidder discovered in Bidding Documents, and confirms written resolution thereof by Engineer, is acceptable to Bidder.
- I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work.
- J. Submission of Bid constitutes an incontrovertible representation by Bidder that Bidder complied with every requirement of this Article, and without exception, Bid and all prices in Bid are premised upon performing and furnishing Work required by Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies:

- A. Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity nor submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for Contract. For Article 4.01.D:
 - 1. Corrupt Practice: Offering, giving, receiving, or soliciting anything of value likely to influence action of a public official in bidding process;
 - 2. Fraudulent Practice: Intentional misrepresentation of facts made to (a) influence bidding process to detriment of Owner, (b) establish bid prices at artificial noncompetitive levels, or (c) deprive Owner of benefits of free and open competition;
 - 3. Collusive Practice: Scheme or arrangement between two or more Bidders, with or without Owner knowledge, to establish bid prices at artificial, noncompetitive levels; and
 - 4. Coercive Practice: Harming or threatening to harm, directly or indirectly, persons or property to influence participation in bidding process or affect Contract execution.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete Work per Contract Documents for the following price(s):

BASE BID					
1.	Mobilization/Demobilization	LS	1	\$ 13,000.00	\$ 13,000.00
2.	6" C900 PVC DR 18 Water Main	LF	180	\$ 55.00	\$ 9,900.00
3.	12" C900 PVC DR 18 Water Main	LF	3,007	\$ 101.00	\$ 303,707.00
4.	Warning Tape and Tracer Wire	LF	3,297	\$ 0.50	\$ 1,648.50
5.	Remove Ductile Iron Fittings	LS	1	\$ 3,500.00	\$ 3,500.00
6.	Ductile Iron Fittings	TON	3.1	\$ 11,200.00	\$ 34,720.00
7.	24" Steel Casing (0.375") in Open Trench	LF	40	\$ 215.00	\$ 8,600.00
8.	24" Steel Casing (0.375") in Bore	LF	55	\$ 399.00	\$ 21,945.00
9.	12" C900 PVC DR 18 Slick Bore	LF	85	\$ 185.00	\$ 15,725.00
10.	12" x 6" Tapping Sleeve with 6" Gate Valve and Box	EA	1	\$ 6,800.00	\$ 6,800.00
11.	6" Gate Valve and Box	EA	8	\$ 1,900.00	\$ 15,200.00
12.	12" Gate Valve and Box	EA	7	\$ 4,850.00	\$ 33,950.00
13.	12" Water Main Cap	EA	1	\$ 800.00	\$ 800.00
14.	Fire Hydrant	EA	9	\$ 5,900.00	\$ 53,100.00
15.	Air Valve and Vault	EA	1	\$ 19,800.00	\$ 19,800.00
16.	Connect to Existing Water Main	EA	5	\$ 3,600.00	\$ 18,000.00
17.	Asphalt Pavement Removal and Replacement	SY	140	\$ 160.00	\$ 22,400.00
18.	Concrete Pavement Removal and Replacement	SY	10	\$ 259.00	\$ 2,590.00
19.	Concrete Rip Rap Removal and Replacement	SY	31	\$ 115.00	\$ 3,565.00
20.	Concrete Curb and Gutter Removal and Replacement	LF	39	\$ 50.00	\$ 1,950.00
21.	Tree Removal	EA	1	\$ 500.00	\$ 500.00
22.	Flood Gauge Removal and Replacement	EA	1	\$ 500.00	\$ 500.00
23.	Traffic Control	LS	1	\$ 4,000.50	\$ 4,000.50
TOTAL OF ALL UNIT BASE BID ITEMS					\$ 595,901.00

Bidder acknowledges (1) each Bid Unit Price includes an amount considered by Bidder adequate to cover Contractor overhead and profit for each separately identified item; and (2) estimated quantities are not guaranteed, solely to compare Bids, and final payment for all unit price Bid items based on actual quantities, determined as provided in Contract Documents.

Bidder acknowledges estimated quantities not guaranteed, solely to compare Bids, and final payment for all unit price Bid items based on actual quantities, determined as provided in Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees Work is substantially complete, completed, and ready for final payment per Section 00 52 20 "Contract for Consideration," Article 4.01.A, on or before dates or within number of calendar days indicated in Agreement.
- 6.02 Bidder accepts provisions of Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Conflict of Interest Questionnaire;
 - B. Required Bid security;
 - C. List of Proposed Subcontractors;
 - D. List of Proposed Suppliers;
 - E. List of Project References;
 - F. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 – DEFINED TERMS

- 8.01 Terms used in this Bid with initial capital letters have meanings stated in Sections 00 21 13 "Instructions to Bidders," and 00 52 20 "Contract for Construction."

ARTICLE 9 – ADDITIONAL CITY OF MIDLAND CITY REQUIREMENTS

9.01 PUBLIC INFORMATION

- A. 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.

9.02 VERIFICATION

- A. To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

9.03 RECORDS RETENTION AND PRODUCTION OF INFORMATION

- A. To the extent that this "Contract" as appropriate 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."

9.04 PUBLIC INFORMATION

- A. 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.

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

TEC EXCAVATION, INC.

By: *[Signature]*

[Printed name]

Twyla Clutter
Twyla Clutter

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

Attest: *[Signature]*

[Printed name]

Lynette Gonzalez
Lynette Gonzalez
Title: *Secretary*

Submittal Date: 8/31/22

Address for notices:

P.O. BOX 80455 MIDLAND, TX 79708

Phone Number: 432-682-2619

Fax Number: 432-684-1151

Contact Name and email address: ERIC CLUTTER

eclutter@tecexcavation.com

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

No Conflict of Interest

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 *Purula Clutter*

Signature of vendor doing business with the governmental entity

8.31.22

Date

PACKET

5.36

September 27, 2022

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **TEC Excavation, Inc.**, as Principal, hereinafter called the Principal, and the **Merchants Bonding Company (Mutual)**, a Corporation created and existing under the laws of the State of **Iowa**, whose principal office is in **Des Moines, Iowa**, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Midland, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Greatest Amount Bid** Dollars (\$ -----5%-----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Water System Improvements Business 20 and San Adres Water Main Extension

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

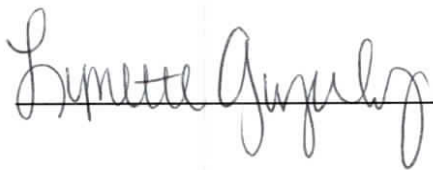
Signed and sealed this **31st** day of **August**, A.D. 20**22**.

Attest:

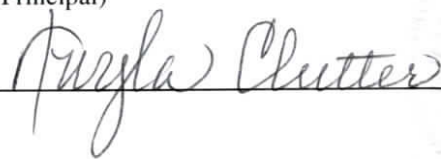
TEC Excavation, Inc.

(Principal)

By:



By



(SEAL)

Witness:

Merchants Bonding Company

(Mutual)



By



Kevin J. Dunn, Attorney-in-Fact

(SEAL)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bennett Brown; Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

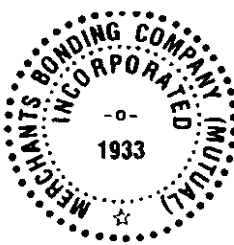
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of February, 2022.

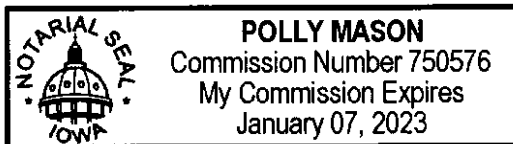


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of February, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of August, 2022.



William Warner Jr.
Secretary

CITY OF MIDLAND

**Consideration of Location of Bidder's Principal Place of Business
For Bids of \$50,000 up to \$100,000 for Services and \$500,000 for Commodities**

Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: TEC EXCAVATION, INC.

Local Address (must be within the City limits): 1538 COTTON FLAT ROAD MIDLAND, TX 79706

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 35
3. Year your business was established in the City of Midland: 2001
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: _____

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

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

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

☒ Yes ☐ No

If Yes, did the local business pay any of this tax to the City of Midland? ☒ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: *Twigla Clutter* Date: 8-31-22

Printed Name and Title: Twigla Clutter

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS STATEMENT

INFORMATION SUPPLIED IS CONFIDENTIAL TO EXTENT PERMITTED BY LAWS AND REGULATIONS
All questions must be answered, and data given clear and comprehensive. If necessary, questions may be answered
on separate attached sheets. Bidder may submit any additional information.

1. SUBMITTED BY:

Official Name of Firm: TEC EXCAVATION, INC.

Address: P.O. BOX 80455 MIDLAND, TX 79708

2. SUBMITTED TO:

PARKHILL, SMITH & COOPER

3. SUBMITTED FOR:

TEC EXCAVATION, INC.

Owner: City of Midland

Project Name: Water System Improvements

Business 20 and San Andres Water Main Extension

TYPE OF WORK: Furnishing and installing approximately 3,000 linear feet of new 12-inch
buried water main and associated appurtenances.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: ERIC CLUTTER

Title: VICE-PRESIDENT

Phone: 940-521-6933

Email: eclutter@tecexcavation.com

5. AFFILIATED COMPANIES:

Name: NONE

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: TEXAS

Date of Organization: 9/1/2001

Executive Officers:

- President: TWYLA CLUTTER

- Vice President(s): ERIC CLUTTER

- Treasurer: TERRY CLUTTER

- Secretary: TERRY CLUTTER

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: TEXAS

Type of License: CLASS A WATER

License Number: W00027888

Jurisdiction: TEXAS

Type of License: CLASS C WASTEWATER

License Number: WW0025723

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

TEXAS

Small Business Enterprise: _____

Other (_____):

9. BONDING INFORMATION

Bonding Company:

TUCKER & DUNN

Address:

12402 SLIDE RD.

LUBBOCK, TX 79424

Bonding Agent:

KEVIN DUNN

Address:

12402 SLIDE RD.

LUBBOCK, TX 79424

Contact Name:

KEVIN DUNN

Phone:

806-687-2663

Aggregate Bonding Capacity:

30 MILLION

Available Bonding Capacity as of date of this submittal:

25 MILLION

Type text here

10. FINANCIAL INFORMATION

Financial Institution:

WELLS FARGO

Address:

500 W. TEXAS AVE.

MIDLAND, TX 79701

Account Manager:

STEPHANIE ROTAN

Phone:

432-685-5000

11. CONSTRUCTION EXPERIENCE:

Current Experience: List on **Schedule A**, all uncompleted projects currently under contract. If Joint Venture, list each participant's projects separately.

Previous Experience: List on **Schedule B**, all projects completed within the last five years. If Joint Venture list each participant's projects separately.

Has firm listed in Section 1 ever failed to complete a construction contract awarded? ☐ YES ☒ NO
If YES, attach details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant, or Proprietor ever failed to complete a construction contract awarded in their name or when acting as a principal of another entity? ☐ YES ☒ NO
If YES, attach details including Project Owner's contact information.

Are there any judgments, claims, disputes, pending litigation, or outstanding litigation involving the firm listed in Section 1, any officers, or any partners (if partnership or any individual entities if a joint venture)?
☐ YES ☒ NO If YES, attach details including Project Owner's contact information.

12. EQUIPMENT:

List on **Schedule C**, all pieces of major equipment available for use on Owner's Project. SEE ATTACHED

I hereby certify information submitted herewith, including any attachments, is true to the best of my knowledge and belief.

NAME OF ORGANIZATION: TEC EXCAVATION, INC.

BY: *Luzyla Clutter*

TITLE: *Pres.*

DATED: 8/31/22

NOTARY ATTEST:

Type text here

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 31 DAY OF August, 20 22

NOTARY PUBLIC - STATE OF Texas

MY COMMISSION EXPIRES: 2-8-26

**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Additional items as pertinent.

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

PROJECTS COMPLETED

08/31/2022

2022

PROJECT	PROJECT DESCRIPTION	GENERAL CONTRACTOR	OWNER	CONTRACT AMOUNT	COMPLETION DATE
GREATHOUSE ADDITION SECT. 7	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	LOS CONCHOS LLC.	\$ 898,948.00	January-14
WESTRIDGE SECT. 23	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	SBC, L.P.	\$ 589,000.00	February-14
UNIVERSAL PRESSURE PUMPING	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	UNIVERSAL PRESSURE PUMPING	\$ 465,000.00	March-14
STONEBRIDGE SECT. 2	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	INNOVATIVE LAND DEVELOPMENT	\$ 290,000.00	April-14
LOS CONCHOS PH. 2	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	LOS CONCHOS LLC.	\$ 287,000.00	May-14
CITY OF MIDLAND WATER/ SEWER TAPS	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$ 1,625,000.00	May-14
WESTRIDGE SECT. 27	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	SBC HOMES	\$ 130,000.00	May-14
MAYFIELD SECTION 7	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	BERNAL HOMES	\$ 420,370.00	May-15
CITY OF MIDLAND UTILITY EXTENSION PROJECT	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$ 1,500,000.00	October-14
FAUDREE RD. & SEWERLINE "P" EXTENSION	35,000 LF OF 24", 18" & 12" WATERLINE, 4,500 LF OF 24" SEWER 24' DEPTH	TEC EXCAVATION, INC.	CITY OF ODESSA	\$ 4,500,000.00	October-14
GREENWOOD ISD POTABLE WATER WELLS & WATERLINE	18,000 LF OF 6" WATERLINE & 2 EA WATER WELLS	TEC EXCAVATION, INC.	GREENWOOD I.S.D.	\$ 540,000.00	May-15
HERITAGE OAKS SECTION 5	WATER & SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	MARK PAYNE	\$ 434,000.00	January-15
CHEVRON HEADQUARTERS BUILDING	WATER & SANITARY SEWER IMPROVEMENTS	SWINERTON BUILDERS	CHEVRON	\$ 1,300,000.00	January-16

PACKET

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

PROJECTS COMPLETED

08/31/2022

2022

DOUGLAS & D ST. WATER/SEWER IMPROVEMENTS	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	800,000.00	September-15
3RD ST. WATERLINE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF ODESSA	\$	530,000.00	October-15
SOUTHWEST CROSSING	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	SOUTHWEST CROSSING LLC	\$	1,700,000.00	January-16
MIDKIFF WATERLINE EXT.	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	1,428,000.00	April-16
ECUD 12" WATERLINE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	ECUD	\$	653,000.00	April-16
SCHARBAUER SPORTS COMPLEX	WATER/SEWER STORM DRAIN IMPROVEMENTS	MID-TEX OF MIDLAND	CITY OF MIDLAND	\$	275,000.00	March-17
CITY OF MIDLAND TAPS & EXTENSION PROJECT	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	3,000,000.00	August-17
GREATHOUSE SECTION 2	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	LOS CONCHOS LLC.	\$	1,257,000.00	January-18
YUKON RD. EXTENSION	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	PARKS BELL	\$	390,000.00	July-17
WESTERN SKIES	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	ECTOR COUNTY	\$	230,813.00	July-17
UTPB SEWER EXPANSION	SEWERLINE IMPROVEMENTS	MID-TEX OF MIDLAND	UTPB	\$	208,590.00	July-17
MIDLAND DRAW MANHOLE REHABILITATION	SEWERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	659,000.00	July-18
CITY OF MIDLAND UTILITY EXTENSION PROJECT PH. 2	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	1,400,000.00	July-18
PARKS ST. PAVING, GRADING & DRAINAGE PROJECT	PAVING, GRADING, DRAINAGE, WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF BRECKENRIDGE	\$	4,009,417.00	November-19
ROLLINGWIND HILLS	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	BURNETT CONSTRUCTION	\$	812,000.00	July-19
GRADY ISD	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	GRADY ISD	\$	260,303.00	July-19
LOUISIANA AVE. WATERLINE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	1,231,500.00	May-19
ELLIS FUNERAL HOME	WATER & SANITARY SEWER IMPROVEMENTS	NC STURGEON	ELLIS FUNERAL HOME	\$	202,270.00	January-22

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TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

PROJECTS COMPLETED

08/31/2022

ODESSA FIRE STA. 6	WATER & SANITARY SEWER IMPROVEMENTS	MW BUILDERS OF TEXAS	CITY OF ODESSA	\$	87,500.00	May-22
STONEY CREEK	WATER & SANITARY SEWER IMPROVEMENTS	JACOBY HOPPER	CITY OF COAHOMA	\$	98,948.00	January-22
FLORIDACOTTON FLAT WL	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	480,091.00	April-22
191 INDUSTRIAL PARK 6	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	ROBERT ANDERSON	\$	643,273.00	May-22
GARFIELD WATERLINE IMPROV.	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$	524,872.00	May-22

September 27, 2022

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

CURRENT PROJECTS UNDER CONTRACT

08/31/2022

PROJECT	PROJECT DESCRIPTION	GENERAL CONTRACTOR	OWNER	CONTRACT AMOUNT	% COMPLETE
PARK HEIGHTS WATER/SEWER IMPROVEMENTS	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$ 1,278,000.00	95%
SOLOMON LANE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$ 1,693,000.00	75%
PROSPERITY BANK	WATER/SEWER IMPROVEMENTS	COLLIER CONSTRUCTION	PROSPERITY BANK	\$ 192,000.00	95%
WADLEY MANHOLE REPLACEMENTS	SEWERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	\$ 1,094,000.00	10%
GRASSLAND ADDITION SECTION 14	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	ROBERT GRAHAM	\$ 1,300,000.00	50%

September 27, 2022

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PACKET

ASSET SUMMARY REPORT

Sorted By: Asset ID

Asset ID	Master Asset	Asset Type	Group	Description	Budget ID	Manufacturer	Model	Serial#	Hours	Miles	Fuel	Oil	Time
202		BACKHOE	HEAVY EQUIP	2005 410G JD	OPERATIONS	JOHN DEERE	410G JD	T0410GX933525	9916	8088	125	0	0
203		EXCAVATOR	HEAVY EQUIP	EC330 BLC VOLVO EXC	OPERATIONS	VOLVO	330 VOLVO EXC	EC330V10630	4049	0	360	0	0
203-1	203	BUCKET	ATTACHMENTS24" BUCKET		OPERATIONS				3929	0	0	0	0
203-2	203	BUCKET	ATTACHMENTS36" BUCKET		OPERATIONS				3929	0	0	0	0
203-3	203	BUCKET	ATTACHMENTS48" BUCKET		OPERATIONS				3929	0	0	0	0
203-4	203	BUCKET	ATTACHMENTS60" BUCKET		OPERATIONS				3929	0	0	0	0
204		VACMASTER	HEAVY EQUIP	VAC MASTER SYSTEM	OPERATIONS	VACMASTER	1000 VACMASTER	1M9EAT14MX71104048	1001	843	55	0	0
205		TRENCHER	HEAVY EQUIP	TRENCOR 1060	OPERATIONS	TRENCOR	1060 TRENCOR	161	2982	1872	428	0	0
206		BACKHOE	HEAVY EQUIP	2008 410U JD	OPERATIONS	JOHN DEERE	410U JD	T0410UJ159392	1001	843	55	0	0
207		EXCAVATOR	HEAVY EQUIP	2005 JOHN DEERE MINI EXC	OPERATIONS	JOHN DEERE	27C MINI EXC	F027CX222468	8039	5555	100	0	0
208		TRENCHER	HEAVY EQUIP	1981 DITCHWITCH 651C	OPERATIONS	DITCHWITCH	6510 DW	654936	1717	410	60	0	0
209		TRENCHER	HEAVY EQUIP	1994 DITCHWITCH 511C	OPERATIONS	DITCHWITCH	5110 DW	510484	886.5	886	0	0	0
212		BACKHOE	HEAVY EQUIP	2001 416D CAT	OPERATIONS	CAT	416D CAT	BFP02917	814	727	0	0	0
214		EXCAVATOR	HEAVY EQUIP	240 VOLVO EXCAVATOR	OPERATIONS	VOLVO	240 VOLVO EXC	12717	1023	0	28	2	0
214-1	214	COMPACTOR	ATTACHMENTS24" BUCKET		OPERATIONS				2552	0	547	8	0
214-2	214	BACKHOE	HEAVY EQUIP	2012 BL70B VOLVO BAC	OPERATIONS	VOLVO	BL70B BACKHOE	VCCE0B70BC02326250	4729	2552	0	0	0
218		BACKHOE	HEAVY EQUIP	2012 BL70B VOLVO BAC	OPERATIONS	VOLVO	BL70B BACKHOE	VCCE0B70BC02326250	4729	2552	0	0	0
218-1	218	FORKS	ATTACHMENTS24" BUCKET		OPERATIONS				4708	2126	311	0	0
219		BACKHOE	HEAVY EQUIP	2012 BL70B VOLVO BAC	OPERATIONS	VOLVO	BL70B BACKHOE	VCCE0B70BC02326249	4045	2126	0	0	0
219-1	219	FORKS	ATTACHMENTS24" BUCKET		OPERATIONS				3944	0	162	0	0
220		EXCAVATOR	HEAVY EQUIP	CAT 303S MINI EXC	OPERATIONS	CATERPILLAR	303.5C MINI EXC	DMV01878	4951	2793	87	0	0
221		EXCAVATOR	HEAVY EQUIP	345CL CAT EXCAVATOR	OPERATIONS	CATERPILLAR	345CL CAT EXC	OTD600343	10173	9056	291	0	0
221-1	221	BUCKET	ATTACHMENTS30 IN BUCKET		OPERATIONS				10173	9056	0	0	0
221-2	221	BUCKET	ATTACHMENTS42 IN BUCKET		OPERATIONS				10173	9056	0	0	0
221-3	221	BUCKET	ATTACHMENTS50 IN BUCKET		OPERATIONS				10173	9056	0	0	0
222		TRENCHER	HEAVY EQUIP	TESMEC 900	OPERATIONS	TESMEC	TBKT74	021K18493	10173	9056	0	0	0
223		EXCAVATOR	HEAVY EQUIP	320 CAT EXCAVATOR	OPERATIONS	CAT	320 CAT	PHX00317	9849	6485	673	0	0
223-1	223	BUCKET	ATTACHMENTS24 IN BUCKET		OPERATIONS				9796	6485	0	0	0
223-2	223	GRUBBER	ATTACHMENTS24 IN BUCKET		OPERATIONS				9796	6485	0	0	0
224		VIBRATORY ROL	HEAVY EQUIP	BOMAG ROLLER	OPERATIONS	BOMAG	BW600-2	901800011273	50	712	3.87	0	0
225		EXCAVATOR	HEAVY EQUIP	2013 320 CAT EXCAVATOR	OPERATIONS	CATERPILLAR	320EL RRTC	07FX00464	7009	2359	586	0	0
225-1	225	BUCKET	ATTACHMENTS2 BUCKET		OPERATIONS				6804	2359	0	0	0
226		EXCAVATOR	HEAVY EQUIP	325 DL CAT EXCAVATOR	OPERATIONS	CATERPILLAR	325DL	PPAL00414	237	0	400	0	0
227		TRENCHER	HEAVY EQUIP	1175 TESMEC 18 BOOM	OPERATIONS	TESMEC	1175	1175XHD-126	2335	0	293	0	0
227-1	227	ENGINE	HEAVY EQUIP	C13 CAT ENGINE-EHR	OPERATIONS	CATERPILLAR	C13	LGI10440	2152	0	0	0	0
228		POWER SCREE	HEAVY EQUIP	Power Screen	OPERATIONS	CHIEFTAIN	1400	PD000066PDGCS553	1018	2068	187	0	0
228-1	228	EXCAVATOR	HEAVY EQUIP	EC240B	OPERATIONS	VOLVO	EC240B	VCCE240BC00080698	3092	861	383	0	0
229		BUCKET	ATTACHMENTS2 BUCKET		OPERATIONS				2961	861	0	0	0
230		BACKHOE	HEAVY EQUIP	710 J JOHN DEER	OPERATIONS	VOLVO	VTS-40GPE	14544432	5571	1765	258	0	0
230-1	230	BUCKET	ATTACHMENTS24" BUCKET		OPERATIONS	ADCO	710 J	110710JXA0191470	5316	1765	0	0	0
230-2	230	FORKS	ATTACHMENTS48" JOHN DEER FORKS		OPERATIONS	JOHN DEER	2881		7505	4334	217	0	0
232		EXCAVATOR	HEAVY EQUIP	200 D LC	OPERATIONS	JOHN DEER	200 D LC	1FF200DXJA0512390	7406	4334	0	0	0
232-1	232	BUCKET	ATTACHMENTS24" BUCKET		OPERATIONS				7406	4334	0	0	0
232-2	232	BUCKET	ATTACHMENTS36" JD BUCKET		OPERATIONS	JOHN DEERE	JD200CLC	NO SERIAL #	7406	4334	0	0	0
233		EXCAVATOR	HEAVY EQUIP	PC360LC-10 Komatsu EX	OPERATIONS	Komatsu	PC360LC-10	70414	4889	7773	559	0	0
233-1	233	BUCKET	HEAVY EQUIP	ESCO 24" BUCKET	OPERATIONS	ESCO	24" BUCKET	ESC RH114361	4607	7773	0	0	0
234		BACKHOE	HEAVY EQUIP	2012 310T JOHN DEER	OPERATIONS	JOHN DEERE	310T	110310TJLBD215457	2257	0	56	0	0
235		TRENCHER	HEAVY EQUIP	2000 TRENCOR T765H	OPERATIONS	TRENCOR	99765HD104	338527-1	2257	0	132	0	0
236		VIBRATORY ROL	SMALL EQUIP	CATERPILLAR CB24 VIE	OPERATIONS	CATERPILLAR	CB24	ENG 45954259	1602	0	0	0	0
238		EXCAVATOR	ATTACHMENTS2 CAT BUCKET		OPERATIONS	CATERPILLAR	304E	CAT0CB24P24000352	2184	0	0	0	0
238-1	238	BUCKET	ATTACHMENTS18" BUCKET		OPERATIONS				1486	0	0	0	0
238-2	238	BUCKET	ATTACHMENTS16" COMPACTOR WHE		OPERATIONS	CAT	2" BUCKET	AA19ABK30672	1798	0	0	0	0
238-3	238	BUCKET	ATTACHMENTS12" CAT BUCKET		OPERATIONS	CAT	DC 16SKH	041776844	1798	0	0	0	0
238-4	238	EXCAVATOR	EQUIPMENT	2018 VOLVO ECR890D	OPERATIONS	VOLVO	464-9900	AA17ABK30073	1798	0	0	0	0
239		HAMMER	ATTACHMENTSFRD F9 HAMMER		OPERATIONS	FURUKAWA	ECR890	VCCE0E881A00214081	1504	0	0	0	0
239-1	239	BUCKET	ATTACHMENTS2 BUCKET		OPERATIONS	VOLVO	F9	6846	1147	0	0	0	0
239-2	239	BUCKET	ATTACHMENTS2 BUCKET		OPERATIONS	VOLVO			1147	0	0	0	0

PACKET

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September 27, 2022

ASSET SUMMARY REPORT

Sorted By: Asset ID

Asset ID	Master Asset	Asset Type	Group	Description	Budget ID	Manufacturer	Model	Serial#	Hours	Miles	Fuel	Oil Type
240		BACKHOE	EQUIPMENT	2019 CAT 420F2-IT BAC	OPERATIONS	CAT	420F2-IT	CAT0420FCHWD04027	1557	0	0	0
240-1	240	BUCKET	ATTACHMENT	2018 CAT 420F2 BACKH	OPERATIONS	CAT	420F2	CY190104882	0	0	0	0
241		BACKHOE	EQUIPMENT	2018 CAT 420F2 BACKH	OPERATIONS	CAT	420F2	CAT0420FPHWC03470	1361	0	0	0
242		EXCAVATOR	EQUIPMENT	2019 JOHN DEERE 35G	OPERATIONS	JOHN DEERE	35G	1FF035GXCK285661	1023	0	0	0
243		POWER SCREE	EQUIPMENT	OKADA SCREE	OPERATIONS	OKADA AMER	TMB70	7057	0	0	0	0
300		LOADER	HEAVY EQUIP	2003 IT 28G CAT LOADE	OPERATIONS	CATERPILLAR	IT28G CAT LDR	DB1T00680	15762	13344	301	0
300-1	300	ASPHALT CUTT	ATTACHMENTS	2003 IT 28G CAT LOADE	OPERATIONS	WARREN CAT	CWTS-AAP	3Q72210689928AW0175	15736	13344	0	0
302		DOZER	HEAVY EQUIP	DAH CAT DOZER	OPERATIONS	CATERPILLAR	DAH CAT DOZER	8PB02701	2580	0	148	0
304		LOADER	HEAVY EQUIP	2007 WA380-6 KOMATS	OPERATIONS	KOMATSU	WA380-6 LDR	KMTVAO95F7A53219	14397	10049	409	0
306		BROOM	HEAVY EQUIP	BROYCE BROOM T20 4	OPERATIONS	BROYCE	BROYCE BROOM	2753	1644	0	15	0
307		LOADER	HEAVY EQUIP	2005 WA320-5L LOADE	OPERATIONS	KOMATSU	2005 WA320-5L	KMTVAO28C57A32525	13518	8892	337	0
307-1	307	FORKS	ATTACHMENTS	8' FORKS	OPERATIONS	PEMBERTON	8' FORKS	KMTVAO28C57A32525	13462	8892	0	0
307-2	307	BUCKET	HEAVY EQUIP	3.5 CY General Purpose	OPERATIONS	Pemberton, Inc	3.5 CY Bucket ge	GPB-5076-3-5-0313J	13462	8892	0	0
308		LOADER	HEAVY EQUIP	2007 CAT 924GZ WHEE	OPERATIONS	JOHN DEERE	2007 924GZ	CAT0924GERTA00744	13118	8961	240	0
309		LOADER	HEAVY EQUIP	2006 624J J D Wheel Lo	OPERATIONS	CATERPILLAR	624J	DW624JZ602510	10476	6498	271	0
310		LOADER	HEAVY EQUIP	2014 Komatsu WA320-7	OPERATIONS	KOMATSU	WA320-7	KMTVA121A080403	8870	1068	628	0
311		LOADER	HEAVY EQUIP	WA380-7 WHEEL LOAD	OPERATIONS	KOMATSU	2014	10308	4673	2523	467	0
312		BROOM	HEAVY EQUIP	LAY-MOR BROOM	OPERATIONS	LAY-MOR	8HC	28524-005	1599	0	0	0
313		BLADE	EQUIPMENT	MAINTAINER (BLADE)	OPERATIONS	JOHN DEERE	570A	05616T	150	0	0	0
314		LOADER	EQUIPMENT	2010 SKID STEER LOAL	OPERATIONS	CAT	226B3	0226BPMWDD00592	2557	0	0	0
315		BROOM	EQUIPMENT	2016 LAYMOR BROOM	OPERATIONS	LAYMOR	SM300	36072	790	0	0	0
316		LOADER	EQUIPMENT	CAT SKID STEER	OPERATIONS	CAT	259D3F	CW904159	1734	0	0	0

September 27, 2022

5.50

PACKET

TEC EXCAVATION, INC.
Midland, Texas

MINUTES OF THE FIRST MEETING
OF THE BOARD OF DIRECTORS
HELD SEPTEMBER 3, 2002

Pursuant to the call of the Incorporator, and pursuant to a waiver of notice duly executed by the members of the initial Board of Directors of the Corporation, the first meeting of the Board of Directors of TEC EXCAVATION, INC., a Texas corporation, was held at 1:30 p.m. on September 3, 2002, at 901 West Texas, Midland, Texas. Robert R. Truitt, Jr. was present at the meeting and present by invitation was Terry Clutter, Eric Clutter, and Twyla Clutter.

It was determined by the members of the Board of Directors that a quorum of the initial Board of Directors was present. Therefore, it was unanimously agreed that the meeting come to order. Twyla Clutter was unanimously chosen Chairman of the meeting, and Terry Clutter was unanimously chosen to act as Secretary of the meeting. Thereafter, Twyla Clutter presided over the meeting as Chairman and the minutes were kept by Terry Clutter as Secretary.

As the first order of business, the Chairman of the meeting advised the Board of Directors that the Articles of Incorporation of the Corporation had been duly filed in the offices of the Secretary of State of Texas on August 22, 2002, and the Certificate of Incorporation of TEC EXCAVATION, INC., being Charter No. 800115297 was granted on August 22, 2002. She exhibited to the Board of Directors the Certificate of Incorporation of TEC EXCAVATION, INC., along with duplicate copy of the Articles of Incorporation. Upon motion duly made, seconded and carried, it was unanimously resolved that the Articles of Incorporation of TEC EXCAVATION, INC., be accepted and that the organization of the Corporation proceed to completion. The Secretary of the meeting was directed to cause the Certificate of Incorporation and duplicate copy of the Articles of Incorporation to be placed in the Minute Book of the Corporation.

Next, Twyla Clutter presented to the meeting a draft of proposed By-Laws for the regulation of the affairs of the Corporation which had been prepared by the Corporation's counsel at his request. The By-Laws were examined and discussed by the Board of Directors, and after full consideration and discussion, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted by the Board of Directors:

"RESOLVED, that the By-Laws presented at this meeting be adopted as and for the By-Laws of TEC EXCAVATION, INC. for the regulation of its affairs, and

FURTHER RESOLVED, that the Secretary of this meeting is instructed and directed to place the original of such By-Laws, as adopted and approved, in the Minute Book of this Corporation and to certify by his signature and the seal of the Corporation that the same are the By-Laws of TEC EXCAVATION, INC. as adopted and approved."

The Chairman then pointed out to the members of the Board that under Section 3.2 of the Corporation's By-Laws that it is the duty of the Board of Directors to fix the number of Directors which shall constitute the whole Board at a number not less than one (1) nor more than nine (9) by resolution of the Board. Therefore, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"BE IT RESOLVED, that pursuant to Section 3.2 of the By-Laws of TEC EXCAVATION, INC., the number of the Directors of the Corporation be, and the same hereby is, fixed at three (3) Directors, who shall constitute the entire Board of Directors of the Corporation."

The Chairman then called to the attention of the Board that nominations for Directors were in order. Therefore, upon motion duly made, seconded and carried, Terry Clutter, Eric Clutter, and Twyla Clutter were elected as Directors.

Then, Twyla Clutter called to the attention of the Board of Directors that it would be appropriate for the Board of Directors to nominate and elect a Chairman of the Board of Directors and called for nominations for that office. Twyla Clutter was nominated for the office of Chairman of the Board of Directors, and there were no other nominations. Upon motion duly made, seconded and carried, Twyla Clutter was unanimously elected Chairman of the Board of Directors to serve until the next annual meeting of the Board of Directors and until her successor is duly elected and qualified. Thereafter, Twyla Clutter presided as Chairman of the Board of Directors, pursuant to the By-Laws, and Terry Clutter, at the request of the Chairman, continued to keep the minutes of the meeting.

The Chairman then called to the attention of the Board of Directors that it would be appropriate for the Board of Directors to nominate and elect officers to fill the offices as specified in the By-Laws of the Corporation and called for nominations for those offices. The following named persons were nominated for the offices set forth opposite their names:

Twyla Clutter - President
Terry Clutter - Vice-President and Secretary
Eric Clutter - Vice-President

There were no other nominations. On motion duly made, seconded and carried, the foregoing nominees were unanimously elected to the offices for which they had been nominated to serve until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified. Thereafter, the meeting was presided over by the Chairman Twyla Clutter, and Terry Clutter continued to keep the minutes.

The Chairman then exhibited to the Board of Directors a form of stock certificate to be issued by the Corporation as evidence of the ownership of its shares. She stated that the certificate had been examined by counsel for the Corporation and that counsel had advised that the stock certificate so exhibited conforms to all of the requirements of the laws of the State of Texas relating to stock certificates. Thereafter, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"RESOLVED, that the copy of the stock certificate presented at this meeting be adopted as and for TEC EXCAVATION, INC., as its stock certificate, and

FURTHER RESOLVED, that the Secretary of the Corporation is instructed and directed to place a copy of such stock certificate, as adopted and approved, with the Minutes of this meeting as an exhibit thereto."

The Chairman then called to the attention of the Board of Directors that the By-Laws adopted at this meeting provide that the fiscal and accounting year of the Corporation is to be selected by the Board of Directors. A discussion followed, and after consideration and discussion, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"BE IT RESOLVED that the fiscal and accounting year of TEC EXCAVATION, INC. be, and hereby is, a year ending December 31st."

The Chairman then exhibited to the Board of Directors as the next item of business a form of seal to be used by the Corporation as its corporate seal. She stated that the seal had been examined by counsel for the Corporation and that counsel had advised that the seal so exhibited conforms to all the requirements of the laws of the State of Texas relating to seals of corporations. Thereafter, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"RESOLVED, that the form of the seal presented at this meeting be adopted as and for TEC EXCAVATION, INC. as its seal, and

"FURTHER RESOLVED, that the Secretary of the Corporation is instructed and directed to place a form of such seal, as adopted and approved, with the Minutes of this meeting as an exhibit thereto."

The Chairman then called to the attention of the Board of Directors that it would be appropriate for the Corporation to choose and designate a depository for its funds, as well as the persons to draw upon those funds. After consideration and discussion, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted by the Board of Directors:

"RESOLVED that the funds of TEC EXCAVATION, INC. be deposited in the Community National Bank, Midland, Texas, with Terry Clutter, Eric Clutter, and Twyla Clutter authorized to draw on such account and that counter-parts of the printed resolutions acceptable to such banks be completed and executed at this meeting, and be and constitute resolutions of this Corporation and of the Board of Directors thereof as fully to all intents and purposes as though the same were set forth at length herein, and

FURTHER RESOLVED, that each such printed resolution be, and the same hereby are, duly adopted by the Board of Directors of this Corporation as resolutions of such Board."

The Secretary was again instructed to deliver to the Community National Bank, for their records, completed and executed copies of the printed resolutions adopted by the Board of Directors at this meeting as soon as the same may be accomplished.

The Chairman also pointed out that it was her opinion that it would be necessary, from time to time, for the Corporation to borrow funds for use in its business. After consideration and discussion, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted by the Board of Directors:

"RESOLVED, that the signature of Terry Clutter, Eric Clutter, and Twyla Clutter is required to borrow funds for, on behalf of and in the name of the Corporation from Community National Bank, Midland, Texas in unlimited amounts.

FURTHER RESOLVED, that the counter-parts of the printed resolutions acceptable to such bank in connection with the making of loans therefrom be completed and executed at this meeting, be attached to the Minutes thereof, and be and constitute resolutions of this Corporation and of the Board of Directors thereof as fully to all intents and purposes as though the same were set forth at length therein, and

FURTHER RESOLVED, that each such printed resolutions be, and the same hereby are, duly adopted by the Board of Directors of this Corporation as resolutions of such Board."

The Secretary was again instructed to deliver to the bank, Midland, Texas for its records, completed and executed copies of the printed resolutions adopted by the Board of Directors at this meeting, as soon as the same may be accomplished,

The Chairman then stated to the meeting the advantages of qualifying the company stock under Section 1244 of the Internal Revenue Service Code of 1954. She noted that (subject to certain limitations) this Section permits ordinary (rather than capital) loss treatment (a) when an individual stockholder sells or exchanges stock at a loss or (b) when it becomes worthless. It was agreed that this was a desirable feature to impart to the company stock and that it would make it more attractive to potential purchasers. The Chairman then presented a plan to the Board of Directors, and after full consideration and discussion, including the Board noting that no portion of any prior offering of shares was outstanding and that the Corporation appeared to be eligible to adopt the plan, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"RESOLVED, that the IRC 1244 Stock Plan is adopted by the Corporation and (2) the officers are authorized and directed to do all things necessary and appropriate to carry out the Plan."

The Chairman then stated that the Corporation had received an offer from Twyla Clutter, Terry Clutter, and Eric Clutter to purchase respectively 510, 10, and 480 shares of stock for the sums of \$510, 10, and 480, respectively. Thereafter, after full consideration and deliberation, upon motion duly made, seconded and carried, it was unanimously resolved by the Board of Directors that:

"RESOLVED, that TEC EXCAVATION, INC. do and shall authorize the issuance of 510, 10, and 480 shares of Common stock to Twyla Clutter, Terry Clutter, and Eric Clutter, for the sum of \$510, 10, and 480, respectively."

Payment of the consideration was thereupon made and accepted, and the certificates were executed, delivered and accepted.

The Chairman next presented to the Board of Directors a formal resolution, whereby the expenses attendant upon the formation of the Corporation be assumed by it. Thereafter, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"RESOLVED, that the Corporation assumes and agrees to pay and discharge all costs and expenses incurred by the Incorporator in connection with the formation and organization of the Corporation, including, by way of amplification and not by way of limitation, filing fees, attorney's fees, the cost of the Minute Book, the cost of the corporate seal, the cost of the Stock Certificates, reproduction expenses and other miscellaneous expenses."

The Chairman then stated that the Board of Directors had now transacted all the business contained in the proposed agenda for the meeting and inquired whether there was other business to come before the meeting. There being none, upon motion duly made, seconded and carried, it was unanimously resolved that the meeting be adjourned.


Terry Clutter
Secretary of the Meeting

TEC EXCAVATION, INC.

P.O. BOX 80455
MIDLAND, TX 79708
TELEPHONE (432) 687-5346

FAX (432) 687-2934

FEDERAL I.D. NO. 52-2374490

To Whom It May Concern:

Per your request, please review the following qualifications for the officers and job superintendent of TEC Excavation, Inc.

TWYLA CLUTTER, PRESIDENT
8502 FM 307
MIDLAND, TX 79706

Twyla has been involved in the underground utility business for over 40 years. Her work experience includes handling daily operations including payroll, accounts payable / receivable, new hires, contracts, insurance, taxes. Previous employers include: T&E Excavating, Southwest Utility Contractors, Rhode Construction Co., Inc.

TERRY CLUTTER, VICE-PRESIDENT / SECRETARY TREASURER
8502 FM 307
MIDLAND, TX 79706

Terry has been involved in the underground utility business for over 40 years. His work experience includes handling daily operations including pipe-laying, equipment operator, project management, scheduling, General Superintendent overseeing all projects. Previous employers include: T&E Excavating, Southwest Utility Contractors, Rhode Construction Co., Inc., Key Enterprises, Inc., Price Construction Co. LTD.

ERIC CLUTTER, VICE-PRESIDENT
4010 GODFREY ST.
MIDLAND, TX 79707

Eric has been involved in the underground utility business for over 20 years. His work experience includes handling daily operations including pipe-laying, equipment operator, project management, scheduling, estimating, purchasing, for all projects. Previous employers include: Rhode Construction Co., Inc., Key Enterprises, Inc., Deavers Construction Co., L.P.

JOB SUPERINTENDENT'S/SAFETY OFFICER – Tyler Clutter, Logan Bennett, Juan Aleman Jr., Esteban Zubia

Job Superintendents have been involved in the underground utility business for over 30 years. Their work experience includes pipe-laying, equipment operator, job supervisor. All have been involved in building water & sewer projects ranging from \$1,000.00 to \$5,000,000.00 in value. Previous employers include: Rhode Construction Co., Inc., Key Enterprises, Inc., A&B Construction, RES Earth & Cable, Scott Thane Ditching.



TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

August 31, 2022

**Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701**

Project: Business 20 and San Andres Water Main Extension

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.



TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

List of Subs/Suppliers

PROJECT: BUSINESS 20 AND SAN ANDRES WATER MAIN EXTENSION

Major Material Suppliers: BENMARK SUPPLY CO.

Subcontractors: WEST TEXAS BORING CO.

Signed:

Name: Eric Clutter

Title: Vice-President

Date: 3/12/2020



1538 COTTON FLAT RD.
MIDLAND, TX 79701

PH. 432-682-2619
FAX 432-684-1151

STATEMENT OF SAFETY AND HEALTH POLICY

Employees are our companies' greatest assets. We are concerned about our employee's health and well-being. Therefore, we must do all that we can to protect our employees from injuries and illnesses.

Management will provide a safe place to work. We will accomplish this by providing safe equipment, proper training, and safe methods and procedures. No job is so important that it cannot be accomplished without injury.

Efficiency depends upon the uninterrupted completion of tasks. Accidents interrupt operations. More important accidents cause injury to employees. We must integrate hazard control into every operation. We will comply with every applicable standard and government regulation.

Management and employees must work together for the common goal of preventing accidents and providing a safe place to work. All employees are responsible for safety and health. Safety equipment must not be damaged, removed or abused. Employees will observe all safety rules and procedures.

Supervisors will see that all rules and procedures are observed by their crews. They are responsible for maintaining safe work conditions.

Everyone must accept an interest in the safety and health program. Together we can control hazards and prevent accidents. We require your full cooperation and help in making our company safety program successful.

Tyler Clutter, Safety Officer
TEC Excavation, Inc.



THE CITY OF MIDLAND CONTRACT

Contract No. 22003826

THIS CONTRACT, effective the 28 day of September, 2022, by and between the City of Midland, hereinafter referred to as "CITY", and TEC Excavation, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 595,901.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for Water System Improvements at Business 20 and San Andres Water Main Extension in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean 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 120 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 excess cost when the delay in completion of the work is due to

- 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.
 PACKET 5.67 September 27, 2022

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 shall 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: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Oblige.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, in the amount of

_____ DOLLARS

(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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8
Publication Date
01/07/2022

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September 27, 2022

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02/25/2022

* SUTX2011-002 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures)...\$ 13.55 **

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36 **

Structures.....\$ 13.52 **

LABORER

Asphalt Raker.....\$ 12.28 **

Flagger.....\$ 9.30 **

Laborer, Common.....\$ 10.30 **

Laborer, Utility.....\$ 11.80 **

Work Zone Barricade

Servicer.....\$ 10.30 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87 **

Asphalt Paving Machine.....\$ 13.40 **

Broom and Sweeper.....\$ 11.21 **

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82

Crawler Tractor Operator....\$ 13.96 **

Excavator, 50,000 lbs or

less.....\$ 13.46 **

Front End Loader Operator,

Over 3 CY.....\$ 12.77 **

Front End Loader, 3CY or

less.....\$ 12.28 **

Loader/Backhoe.....\$ 14.18 **

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54

Motor Grader, Rough.....\$ 16.15

Motor Grader, Fine.....\$ 17.49

Pavement Marking Machine...\$ 16.42

Reclaimer/Pulverizer.....\$ 12.85 **

Roller, Asphalt.....\$ 10.95 **

Roller, Other.....\$ 10.36 **

Scraper.....\$ 10.61 **

Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

Steel Worker (Reinforcing).....\$ 13.50 **

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **

Single Axle.....\$ 12.74 **

Single or Tandem Axle Dump..\$ 11.33 **

Tandem Axle Tractor with

Semi.....\$ 12.49 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
1400 Constitution Avenue, N.W.
Washington, DC 20210

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

=====

END OF GENERAL DECISIO"

1. Contractor and Surety, jointly and severally, bind themselves, heirs, executors, administrators, successors, and assigns to Owner for performance of Contract, incorporated herein by reference.
2. If Contractor performs Construction Contract, Surety and Contractor have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner first provides notice to Contractor and Surety that Owner is considering declaring Contractor Default. Such notice shall indicate if Owner is requesting a conference among Owner, Contractor, and Surety to discuss Contractor's performance. If Owner does not request a conference, Surety may, within five business days after receipt of Owner's notice, request such a conference. If Surety timely requests a conference, Owner shall attend. Unless Owner agrees otherwise, any conference requested under this Paragraph 3.1, shall be held within 10 business days of Surety's receipt of Owner's notice. If Owner, Contractor, and Surety agree, Contractor is allowed a reasonable time to perform Construction Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 Owner declares a Contractor Default, terminates Construction Contract, notifies Surety; and
 - 3.3 Owner agrees to pay the Balance of Contract Price in accordance with Construction Contract terms to Surety or contractor selected to perform Construction Contract.
4. Failure on Owner's part to comply with notice requirement in Paragraph 3.1, shall not constitute failure to comply with a condition precedent to Surety's obligations, or release Surety from obligations, except to extent Surety demonstrates actual prejudice.
5. When Owner satisfies conditions of Paragraph 3, Surety shall promptly, and at his own expense, take one of the following actions:
 - 5.1 Arrange for Contractor, with Owner's consent, to perform and complete Contract;
 - 5.2 Undertake to perform and complete Construction Contract through agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of Construction Contract, arrange for contract to be prepared for execution by Owner and contractor selected with Owner concurrence, secured with performance and payment bonds executed by a qualified surety equivalent to bonds issued on Construction Contract, and pay Owner amount of damages as described in Paragraph 7 in excess of Balance of Contract Price incurred by Owner as a result of Contractor Default; or
 - 5.4 Waive right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine amount liable to Owner and, as soon as practicable after amount is determined, make payment to Owner; or
 - 5.4.2 Deny liability in whole or part and notify Owner, citing reason(s) for denial.
6. If Surety does not proceed as provided in Paragraph 5 with reasonable promptness, Surety is deemed in default on this Bond seven days after receipt of additional written notice from Owner to Surety demanding Surety perform obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 5.4 and Owner refuses payment or Surety denies liability, in whole or in part, without further notice,
7. If Surety elects to act under Paragraphs 5.1, 5.2, or 5.3, then responsibilities of Surety to Owner shall not be greater than those of Contractor under Construction Contract, and responsibilities of Owner to Surety not greater than those of Owner under Construction Contract. Subject to commitment by Owner to pay the Balance of Contract Price, Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If Surety elects to act under Paragraphs 5.1, 5.3, or 5.4, Surety's liability is limited to amount of this Bond.
9. Surety is not liable to Owner or others for obligations of Contractor unrelated to Construction Contract, and Balance of Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or heirs, executors, administrators, successors, and assigns.
10. Surety hereby waives notice of any change, including time changes, to Construction Contract or related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in location where Work or part of Work is located, and instituted within two years after declaration of Contractor Default, within two years after Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If provisions of this paragraph are void or prohibited by law, minimum periods of limitations available to sureties as a defense in jurisdiction of suit is applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to address shown on page where signature appears.
13. When this Bond is furnished to comply with statutory or other legal requirement in location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement deemed incorporated herein. When so furnished, intent is this Bond shall be construed as statutory bond and not a common law bond.
14. Definitions
 - 14.1 Balance of Contract Price: Total amount payable by Owner to Contractor under Construction Contract after all proper adjustments are made including allowance for Contractor for any amounts received or to be received by Owner in settlement of insurance or other claims for damages Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under Construction Contract.
 - 14.2 Construction Contract: Agreement between Owner and Contractor identified on cover page, including all Contract Documents and changes made to agreement and Contract Documents.
 - 14.3 Contractor Default: Failure of Contractor, not remedied or waived, to perform or otherwise comply with a material term of Construction Contract.
 - 14.4 Owner Default: Failure of Owner, not remedied or waived, to pay Contractor as required under Construction Contract or perform and complete or comply with other material terms of Construction Contract.
 - 14.5 Contract Documents: All documents that comprise agreement between Owner and Contractor.
15. If this Bond is issued for an agreement between contractor and subcontractor, "Contractor," in this Bond, is subcontractor and "Owner" is Contractor.
16. Modifications to this Bond are as follows:
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 -

SECTION 00 61 13.16 - PAYMENT BOND

CONTRACTOR (Name/Address):

TEC Excavation, Inc.
1538 Cotton Flat Road
Midland, Texas 79706

SURETY (Name/Address of Principal Place of Business):**OWNER** (Name/Address):

City of Midland
300 North Loraine
Midland Texas 79701

CONSTRUCTION CONTRACT

Effective Date of Agreement: [REDACTED]

Amount: **\$595,901.00**

Description (Name and Location):

Water System Improvements
Business 20 and San Andres Water Main Extension
Midland, Midland County, Texas

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement of Construction Contract): [REDACTED]

Amount: **\$595,901.00**Modifications to this Bond Form: ☐ None. ☐ See Paragraph 18.

Surety and Contractor, intending legally bound hereby, subject to terms set forth, do each cause this Payment Bond duly executed by authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL**SURETY**TEC Excavation, Inc.

Contractor Name and Corporate Seal

(Seal)

By:Surety Name and Corporate Seal

(Seal)

By:_____
Signature_____
Signature (Attach Power of Attorney)_____
Print Name_____
Print Name_____
Title_____
Title**Attest:****Attest:**_____
Signature_____
Signature_____
Title_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers.
(2) Any singular reference to Contractor, Surety, Owner, or other party, considered plural where applicable.

1. Contractor and Surety, jointly and severally, bind themselves, heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished for use in performance of Construction Contract, which is incorporated herein by reference, subject to these terms.

2. If Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in performance of Construction Contract, then Surety and Contractor have no obligation under this Bond.

3. If there is no Owner Default under Construction Contract, Surety's obligation to Owner under this Bond shall arise after Owner promptly notifies Contractor and Surety (at address described in Paragraph 13) of claims, demands, liens, or suits against Owner or Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in performance of Construction Contract, and tendered defense of such claims, demands, liens, or suits to Contractor and Surety.

4. When Owner satisfies conditions in Paragraph 3, Surety shall promptly and at Surety's expense, defend, indemnify, and hold harmless Owner against a duly tendered claim, demand, lien, or suit.

5. Surety's obligations to a Claimant under this Bond shall arise after:

5.1 Claimants without direct contract with Contractor,

5.1.1 have furnished written notice of non-payment to Contractor, stating with substantial accuracy, amount claimed and name of party to whom materials were, or equipment was, furnished or supplied or for whom labor was done or performed, within 90 days after last performing labor or last furnished materials or equipment included in Claim; and

5.1.2 sent a Claim to Surety (at address described in Paragraph 13).

5.2 Waive right to perform and complete, arrange for completion, or obtain new contractor, and with reasonable promptness under the circumstances:

6. If notice of non-payment required by Paragraph 5.1.1 is given by Owner to Contractor, sufficient to satisfy Claimant's obligation to furnish written notice of non-payment under Paragraph 5.1.1.

7. When Claimant satisfies conditions of Paragraphs 5.1 or 5.2, whichever is applicable, Surety shall promptly and at Surety's expense, take the following actions:

7.1 Send an answer to Claimant, with copy to Owner, within 60 days after receipt of Claim, stating amounts undisputed and basis for challenging any amounts disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 Surety's failure to discharge obligations under Paragraphs 7.1 or 7.2 not deemed to constitute a waiver of defenses, Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts Surety and Claimant reached agreement. If, however, Surety fails to discharge obligations under Paragraphs 7.1 or 7.2, Surety shall indemnify Claimant for reasonable attorney fees Claimant incurs thereafter to recover any sums found due and owing Claimant.

8. Surety's total obligation shall not exceed amount of this Bond, plus amount of reasonable attorney's fees provided under Paragraph 7.3, and amount of this Bond shall be credited for any payments made in good faith by Surety.

9. Amounts owed by Owner to Contractor under Construction Contract shall be used for performance of Construction Contract and to satisfy claims, if any, under any construction performance bond. By Contractor furnishing and Owner accepting this Bond, they agree all funds earned by Contractor in performance of Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use funds for completion of Work.

10. Surety is not liable to Owner, Claimants, or others for obligations of Contractor unrelated to Construction Contract. Owner is not liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. Surety hereby waives notice of any change, including changes of time, to Construction Contract or related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by Claimant under this Bond

other than in a court of competent jurisdiction in state where Project subject of Construction Contract is located or after expiration of one year from date (1) when Claimant sent a Claim to Surety pursuant to Paragraphs 5.1.2 or 5.2, or (2) when last labor or service was performed by anyone or last materials or equipment were furnished by anyone under Construction Contract, whichever of (1) or (2) first occurs. If provisions of this paragraph are void or prohibited by law, minimum period of limitation available to sureties as defense in jurisdiction of suit, shall be applicable.

13. Notice and Claims to Surety, Owner, or Contractor shall be mailed or delivered to address shown on page where signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of date received.

14. When this Bond is furnished to comply with statutory or other legal requirement in location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement is deemed deleted therefrom and provisions conforming to such statutory or other legal requirement deemed incorporated herein. When so furnished, intent is Bond shall be construed as statutory bond and not as common law bond.

15. Upon requests by any person or entity appearing a potential beneficiary of this Bond, Contractor and Owner shall promptly furnish a copy of this Bond or permit copy to be made.

16. Definitions

16.1 Claim: Written statement by Claimant including:

16.1.1 Name of the Claimant;

16.1.2 Name of person for whom labor was done, or materials or equipment furnished;

16.1.3 Copy of agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in performance of Construction Contract;

16.1.4 Brief description of labor, materials, or equipment furnished;

16.1.5 Date when Claimant last performed labor or last furnished materials or equipment for use in performance of Construction Contract;

16.1.6 Total amount earned by Claimant for labor, materials, or equipment furnished as of date of Claim;

16.1.7 Total amount of previous payments received by Claimant; and

16.1.8 Total amount due and unpaid to Claimant for labor, materials, or equipment furnished as of date of Claim.

16.2 Claimant: Individual or entity with direct Contractor contract or with subcontractor of Contractor to furnish labor, materials, or equipment for use in performance of Construction Contract. "Claimant" also includes any individual or entity who rightfully asserted a claim under an applicable mechanic's lien or similar statute against real property where Project is located. Intent of this Bond is to include without limitation in terms of "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in Construction Contract, architectural and engineering services required for performance of Work of Contractor and Contractor's subcontractors, and all other items that a mechanic's lien may be asserted in jurisdiction where labor, materials, or equipment was furnished.

16.3 Construction Contract: Agreement between Owner and Contractor identified on cover page, including all Contract Documents and changes made to agreement and Contract Documents.

16.4 Owner Default: Failure of Owner, not remedied or waived, to pay Contractor as required under Construction Contract or perform and complete or comply with other material terms of e Construction Contract.

16.5 Contract Documents: All documents that comprise agreement between Owner and Contractor.

17. If this Bond is issued for agreement between Contractor and subcontractor, "Contractor," in this Bond, is subcontractor and "Owner" is Contractor.

18. Modifications to this Bond are as follows:

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SECTION 01 10 00 – SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Work covered by Contract Documents.
 - 2. Contractor use of site and premises.
 - 3. Work sequence.
 - 4. Owner occupancy.
 - 5. Permits.
- B. Related Requirements:
 - 1. Section 00 52 20 “Contract for Consideration.”
 - 2. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Identification: Water System Improvements, Business 20 and San Andres Water Main Extension.
- B. Location: Midland, Midland County, Texas.
- C. Owner: City of Midland, Texas
- D. Work consists of approximately 3,000 linear feet of new 12-inch buried water main and associated appurtenances.

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by others and Owner.
 - 3. Public access.
- B. Construction operations: Limited to areas as noted on Drawings.
- C. Time restrictions for performing Work as specified in Section 00 52 20 “Contract for Consideration.”
- D. Utility outages and shutdowns.
 - 1. Coordinate and schedule utility outages/shutdown.
 - 2. Allowed only at previously-agreed-upon times.
 - 3. Schedule at least one week before outage/shutdown.
 - 4. Submit outage/shutdown request to Engineer itemizing dates, times, and durations of early requested outage/shutdown.

1.4 WORK SEQUENCE

- A. Construct Work in phases to accommodate Owner requirements during construction.

1.5 OWNER OCCUPANCY

- A. Owner will occupy premises during construction to conduct normal operations.
- B. Cooperate with Owner to minimize conflict and facilitate Owner operations.

1.6 PERMITS

- A. Furnish all necessary permits for construction of Work including:
1. Stormwater Pollution Prevention Plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Application for Payment.
 - 2. Change Procedures.
 - 3. Unit prices.
 - 4. Alternates.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 APPLICATIONS FOR PAYMENT

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

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of person authorized to receive change documents and responsible for informing others in Contractor's employ or subcontractors of changes to Work.
- B. Carefully study and compare Contract Documents before proceeding with fabricating and installing Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Information (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer. Establish procedures for handling queries and clarifications.
 - 1. Use Newforma for requesting information.
 - 2. Engineer may respond with a direct answer on RFI form through Newforma.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Time by issuing supplemental instructions through Newforma.
- E. Engineer may issue a change order through Newforma including a detailed description of proposed change with supplementary or revised Drawings and Specifications for executing change. Contractor will prepare and submit proposed change in Contractor Price and/or Time within seven days.
- F. Document requested substitutions per Section 01 25 00 "Substitution Procedures."
- G. Stipulated Price Change Order: Based on Engineer-provided change order form and Contractor's fixed price quotation as recommended by Engineer and accepted by Owner and Contractor.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units not predetermined, execute Work under Engineer-provided Change Order form, as recommended by Engineer and accepted by Owner and Contractor.
- I. Work Directive Change: Engineer may issue directive on Engineer-provided work change order form signed by Owner, instructing Contractor to proceed with change in Work, for subsequent

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- inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract Price or Time. Promptly execute change.
- J. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
 - K. Change Order Forms: Engineer provided.
 - L. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
 - M. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules to adjust times, for other items of Work affected by change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.4 UNIT PRICES

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

1.5 ALTERNATES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Procedures for measurement and payment.
 - 2. Mobilization demobilization.
 - 3. Unit price items.
 - 4. Lump sum items.
 - 5. Bid Form-specific payment items.
- B. Related Requirements:
 - 1. Section 00 41 00 “Bid Form.”
 - 2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

- A. Unit price bid on each item as stated in Section 00 41 00 “Bid Form” includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.
- B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.
- C. Payment not made for any items not complete, including all associated incidental Work.

1.3 MOBILIZATION/DEMOBILIZATION

- A. Payment made for mobilization and demobilization on lump sum basis.
- B. Bid amount for mobilization and demobilization shall not exceed 5 percent of total Bid Price.
- C. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning work on various items of Work.
- D. Payment for mobilization and demobilization will be on a lump sum basis with partial payments as noted. The adjusted Contract Amount as used herein is defined as the total Contract amount less lump sum for mobilization and demobilization.
 - 1. First Application for Payment: 50 percent of lump sum.
 - 2. Second Application for Payment: 75 percent of the lump sum.
 - 3. When 10 percent of adjusted Contract amount is earned, 90 percent of mobilization and demobilization lump sum.
 - 4. Final Application for Payment: 100 percent of mobilization and demobilization lump sum.

1.4 UNIT PRICE ITEMS

- A. Unit price items, not otherwise included herein, paid at a unit price per unit.
- B. Payment will include all work and material for installing unit price item as specified.
- C. Measurement made in units shown on Section 00 41 00 “Bid Form.”

1.5 LUMP SUM ITEMS

- A. Lump sum items include all work and materials for installing lump sum item as specified.
- B. Payment based on percentage complete basis as agreed by Engineer and Contractor.
- C. Payment includes all work and material for installing lump sum bid item as specified.

1.6 BID FORM-SPECIFIC PAYMENT ITEMS

- A. Water
 - 1. Water Main
 - a. Measurement: Linear foot basis as measured along center line of installed pipe, measured center-of-fitting to center-of-fitting or end-of-pipe without any deduction for length of intermediate fittings or valves. Based on defined limits as specified on Drawings and Specifications.
 - b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per unit price for excavation, foundation, bedding, backfill, compaction, restraining, testing, furnishing, and installing pipe at depths specified, and all other incidental work required for complete installation.
 - 2. Warning Tape and Tracer Wire
 - a. Measurement: Linear foot basis as measured along center line of installed tape.
 - b. Payment: For each type specified, shown on Drawings, and included in Bid Form, per unit price for furnishing and installing at depths specified, and all other incidental work required for complete installation.
 - 3. Remove Ductile Iron Fittings
 - a. Measurement: None.
 - b. Payment: Lump sum basis for removing ductile iron fittings as shown on Drawings, for excavating, removing, and all other incidental work required for complete installation.
 - 4. Ductile Iron Fittings
 - a. Measurement: Per ton basis measured as specified by manufacturer, as listed in AWWA C153 and as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type specified, shown on Drawings, per unit price for excavation, foundation, bedding, backfill, compaction, furnishing, and installing restraint method(s), furnishing and installing fitting at depths necessary, and all other incidental work required for complete installation.
 - 5. Steel Casing
 - a. Measurement: Linear foot basis as measured along center line of casing installed, measured from end-to-end of casing installed. Based on defined limits as specified on Drawings and Specifications.
 - b. Payment: For each type specified, shown on Drawings and included in Bid Form, per unit price for excavation, foundation, bedding, backfill, compaction, welding, furnishing and installing spacers and end seals, furnishing and installing vents, bore pits, furnishing and installing casing at depths shown, and all other incidental work required for complete installation.
 - 6. Tapping Sleeves, Tapping Gate Valves, and Boxes
 - a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type and size specified on Drawings and included in Bid Form, per each for excavation, foundation, bedding, backfill, compaction, furnishing, and installing restraint method(s), furnishing and installing tapping

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- sleeve, gate valve, valve box, and concrete collar, and all other incidental work required for complete installation.
7. Gate Valves and Boxes
 - a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type and size specified, shown on Drawings, and included in Bid Form, per each for excavation, foundation, bedding, backfill, compaction, furnishing and installing gate valve, furnishing and installing valve box, furnishing and installing concrete collar, and all other incidental work required for complete installation.
 8. Water Main Cap
 - a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per each for excavation, foundation, bedding, backfill, compaction, removal, disposal, furnishing and installing restraint method(s), furnishing and installing cap, and all other incidental work required for complete installation.
 9. Fire Hydrants
 - a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type and size specified on Drawings and included in Bid Form, per each for excavation, foundation, bedding, backfill, compaction, furnishing, and installing restraint method(s), furnishing and installing fire hydrant and all necessary components, and all other incidental work required for complete installation.
 10. Air Valve and Vault
 - a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type and size specified, shown on Drawings and included in Bid Form, per each for excavation, foundation, bedding, backfill, compaction, furnishing and installing air valve, furnishing and installing vault with lid, furnishing and installing surface improvements, and all other incidental work required for complete installation.
 11. Connection to Existing Water Main
 - a. Measurement: Each basis as defined by locations shown on Drawings and Specifications.
 - b. Payment: For each type and size specified, as shown on Drawings, and included in Bid Form, per each for connection to existing water main and all other incidental work required for complete installation.
- B. General/Site
1. Asphalt Pavement Removal and Replacement
 - a. Measurement: Square yard basis of measured finished area based on defined limits as specified on Drawings and Specifications.
 - b. Payment: For each type specified, shown on Drawings, and included in Bid Form, per unit price for cutting, removing, disposing, furnishing, and installing base and subgrade, as well as furnishing and installing pavement and other incidental work. No payment for work outside maximum pavement limits indicated on Drawings and Specifications or pavement removed for Contractor convenience.

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2. Concrete Pavement Removal and Replacement
 - a. Measurement: Square yard basis of measured finished area based on defined limits as specified on Drawings and Specifications.
 - b. Payment: For each type specified, shown on Drawings and included in Bid Form, per unit price for cutting, removing, disposing, furnishing and installing base and subgrade, and furnishing and installing pavement and other incidental work. No payment for work outside maximum pavement limits indicated on Drawings and Specifications, or pavement removed for Contractor convenience.
 3. Concrete Rip Rap Removal and Replacement
 - a. Measurement: Square yard basis of measured finished area based on defined limits as specified on Drawings and Specifications.
 - b. Payment: For each type specified, shown on Drawings, and included in Bid Form, per unit price for cutting, removing, disposing, furnishing, and installing base and subgrade, as well as furnishing and installing rip rap and other incidental work. No payment for work outside maximum rip rap limits indicated on Drawings and Specifications or rip rap removed for Contractor convenience.
 4. Concrete Curb and Gutter Removal and Replacement
 - a. Measurement: Linear foot basis measured along the ground of removed and replaced curb and gutter based on define limits as specified on Drawings and Specifications.
 - b. Payment: For each type specified, shown on Drawings, and included in Bid Form, per unit price for cutting, removing, disposing, furnishing, and installing base and subgrade, as well as furnishing and installing curb and gutter and other incidental work. No payment for work outside maximum curb and gutter limit indicated on Drawings and Specifications, or curb and gutter removed for Contractor convenience.
 5. Tree Removal
 - a. Measurement: Each basis as defined by locations shown on Drawings.
 - b. Payment: For each shown on Drawings and included in Bid Form, per each for removing, disposing, excavation, backfill, compaction, furnishing, and installing base and subgrade, furnishing and installing surface improvement to match adjoining area, and all other incidental work required for completion.
 6. Flood Gauge Removal and Replacement
 - a. Measurement: Each basis as defined by locations shown on Drawings.
 - b. Payment: For each shown on Drawings and included in Bid Form, per each for removing, disposing, excavation, backfill, compaction, furnishing, and installing proposed flood gauge as indicated on Drawings, furnishing and installing surface improvement to match adjoining area, and all other incidental work required for a complete installation.
 7. Traffic Control
 - a. Measurement: None.
 - b. Payment: Lump sum basis for preparing, furnishing, implementing, and maintaining an approved traffic control plan as specified.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality assurance.
 - 2. Product options.
 - 3. Product substitution procedures.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless Owner accepts substitution and approves in writing.

1.3 PRODUCT OPTIONS

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

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 30 days after date established in Notice to Proceed.
- B. Substitutions may be considered when product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article numbers in Specifications.
 - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 - 5. Changes required in other Work.
 - 6. Availability of maintenance service and source of replacement parts, as applicable.
 - 7. Certified test data to show compliance with performance characteristics specified.
 - 8. Samples when applicable or requested.
 - 9. Other information as necessary to assist Engineer's evaluation.
- D. A request constitutes a representation Contractor:
 - 1. Investigated proposed product and determined it meets/exceeds quality level of specified product.
 - 2. Will provide same warranty for substitution as specified product.

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3. Will coordinate installation and make changes to other Work required for Work to complete with no additional cost to Owner.
 4. Waives claims for additional costs/time extension that subsequently become apparent.
 5. Will coordinate installation of accepted substitute, making required changes for Work to complete in all respects.
 6. Will reimburse Owner for review/redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions not considered when indicated/implied on Shop Drawing or Product Data submittals without separate written request or acceptance requires revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions on Contractor-standard or Engineer-provided form.
 2. Submit electronic files to Project website of Request for Substitution for consideration. Limit each request to one proposed substitution.
 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on Contractor.
 4. Engineer will notify Contractor in writing of decision to accept/reject request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project Information Management.
 - 2. Coordination.
 - 3. Preconstruction meeting.
 - 4. Request for information.
 - 5. Progress meetings.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

- A. Project Website:
 - 1. Use Newforma Info Exchange at <https://projects.team-psc.com/UserWeb/Login> to send and receive Project information.
 - 2. Contact Engineer to set up username and password information.
 - 3. If Project is not listed when logged in, contact Engineer to add Project to your account.
- B. Project information includes, but is not limited to:
 - 1. Product Submittals.
 - 2. Requests for Information (RFI).
 - 3. Applications for Payment.
 - 4. Schedules.
 - 5. Construction Change Requests (CCRs).
 - 6. Close-out Documents.
 - 7. Construction Document Files.

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.
- B. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 PRECONSTRUCTION MEETING

- A. Attendance Required:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor.
 - 4. Major subcontractors.
 - 5. Testing companies.

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

1.5 REQUEST FOR INFORMATION (RFI)

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

1.6 PROGRESS MEETINGS

- A. Schedule and administer as necessary meetings throughout Work progress, at minimum.
- B. Arrange meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Owner.
 2. Job superintendent.
 3. Major subcontractors.
 4. Suppliers.

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5. Engineer.
 6. As appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review Work progress.
 3. Field observations, problems, and decisions.
 4. Identify problems which impede planned progress.
 5. Review submittal schedule and status of submittals.
 6. Review off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding Work period.
 10. Coordinate projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Testing.
 14. Other business relating to Work.
- E. Record minutes and distribute copies within five days to Engineer, participants, and those affected by decisions made.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittals.
 - 2. Gantt chart schedules.
 - 3. Review and evaluation.
 - 4. Updating schedules.
 - 5. Distribution.
- B. Related Sections:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

- A. Post as electronic file to Project website.
- B. Submit initial progress schedule for Engineer review within 15 days after established Notice to Proceed date.
- C. Schedule Updates:
 - 1. Submit with each Application for Payment.
 - 2. Projected and actual percent of completion.
 - 3. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 4. Changes in Work scope and activities modified since submittal.
 - 5. Delays in submittals or resubmittals, deliveries, or Work.
 - 6. Adjusted or modified sequences of Work.
 - 7. Other identifiable changes.
 - 8. Revised projections of progress and completion.
- D. Narrative Progress Report:
 - 1. Submit with each Application for Payment.
 - 2. Summary of Work completed during past period between reports.
 - 3. Work planned during next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
 - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
 - 6. Corrective action taken or proposed.

1.3 GANTT CHART SCHEDULES

- A. Format Gant chart Schedule, to include at least:
 - 1. Identification and listing, in chronological order, activities reasonably required to complete Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.

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- d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 2. Listings identified by Specification Section number.
 3. Identification of:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Sub-schedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

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

1.5 UPDATING SCHEDULES

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

1.6 DISTRIBUTION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal procedures.
 - 2. Resubmittal requirements.
 - 3. Proposed products list.
 - 4. Shop Drawings.
 - 5. Product data.
 - 6. Test reports.
 - 7. Certificates.
 - 8. Manufacturers' instructions.
 - 9. Manufacturer's Field Reports.
- B. Related Sections:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

- A. Submit to Engineer for review to check for conformance with information given and design concept expressed in Contract Documents.
- B. Produce copies and distribute in accordance with this Article.
- C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."
- D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor's name, address, and phone number. Each submittal shall contain only one Specification Section.
- E. Sequentially number transmittal forms using Section number or Contractor's other sequential numbering system.
- F. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number appropriate to submittal.
- G. Apply Contractor's stamp, signed or initialed certifying review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is per requirements of Work and Contract Documents.
- H. Schedule submittals to expedite Project and deliver to Engineer. Coordinate submission of related items.
- I. For each submittal for review, allow 10 working days excluding delivery time to and from Contractor.
- J. Identify variations from Contract Documents and product or system limitations detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be in blue or green colors only.
- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- L. Unrequested Submittals will not be recognized or processed.

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- M. Format:
1. Submit all submittals digitally using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for same submittal will not be accepted.
 2. Submittals in any other format, including ZIP files, will be rejected.
 3. Hard copies will not be accepted.
 4. To ensure each page is legible, PDF pages of Drawings shall be same size/scale as hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
 5. Upload submittals to Project website.
- N. Submittal procedures described herein apply to construction progress schedule, products list, shop Drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection Drawings, RFIs, and other submittals submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

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

1.4 PROPOSED PRODUCTS LIST

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

1.5 REQUIREMENTS FOR COMPLETE SHOP DRAWINGS

- A. Printable Image Size: Minimum 8 1/2 by 11 inches, maximum 22 by 34 inches.
- B. Draw details to a noted scale.
- C. Draw site plans to same scale indicated on Contract Drawings.
- D. Engineer-issued Construction Documents (electronic or paper format) cannot be used in any shape, form, or fashion in creating and developing Shop Drawings, except electronic files containing floor, site plans, or layout plans purchased from Engineer may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in Shop Drawing process.
- E. Electronic Files: Available upon request. See Project Manager.
 1. Electronic AutoCAD drawing files are available for purchase from Engineer upon request. Cost of files plus applicable taxes are:
 - a. 1 - 3 sheets: \$100.00 per sheet.
 - b. 4 - 6 sheets: \$400.00 flat fee.
 - c. 7 - 9 sheets: \$500.00 flat fee.
 2. Contractor, subcontractors, and/or sub-subcontractors may purchase electronic file. Electronic file will be provided in software release currently used by Engineer. File provided via Project website.

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3. Before file delivery, purchaser shall sign an Electronic File Transfer Release Form. Payment for an electronic file shall occur upon delivery of file to purchaser.
 4. Only use electronic file for production of information required by Project and not any other form (in whole or part).
 5. In creation and publication of Shop Drawings, under no circumstances shall Engineer's seal or title block of drawing be reproduced. Shop drawings must be original works from Contractor subcontractors, sub-subcontractors, and material suppliers.

1.6 PRODUCT DATA

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

1.7 TEST REPORTS

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

1.8 CERTIFICATES

- A. When specified in individual Specifications, submit certification by manufacturer, installation/application subcontractor, or Contractor, to Engineer.
- B. Indicate material or product conforms to/exceeds specified requirements. Submit supporting reference data, affidavits, and certifications, as appropriate.
- C. Certificates may be recent or previous test results on material, or product, but must be acceptable to Engineer.

1.9 MANUFACTURER'S INSTRUCTIONS

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

1.10 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Engineer's benefit as contract administrator or for Owner.
- B. Submit report within 30 days of observation to Engineer for information.
- C. Submit for information to assess conformance with information given and design concept expressed in Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality control.
 - 2. Tolerances.
 - 3. References.
 - 4. Testing and inspection services.
 - 5. Manufacturers' field services.
- B. Related Sections:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions. If manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

1.3 TOLERANCES

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

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain onsite when required by product Specifications.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

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- E. Neither contractual relationships, duties, or responsibilities of parties in Contract, nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specifications and as required by Engineer.
- C. Testing, inspections, and source quality control may occur on or off Project site. Perform off-site testing as required by Engineer.
- D. Submit reports to Engineer, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
- E. Cooperate with independent firm. Furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor, as requested.
 - 1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.
 - 2. Pay for additional Samples and tests required for Contractor use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work per requirements of Contract Documents.
- G. Retesting or Re-inspection Required Because of Nonconformance with Specified or Indicated Requirements: Payment for retesting or re-inspection shall be at sole expense of Contractor.
- H. Independent Firm Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products per specified standards.
 - 4. Ascertain compliance of materials and mixes with Contract Document requirements.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction and progress meetings.
- I. Independent Firm Reports. After each test, promptly submit report to Engineer and Contractor and provide interpretation of test results. Include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specifications.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.

1.6 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specifications, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, testing, adjusting, and balancing equipment, commissioning, as applicable, and initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days before required observations. Observer is subject to Engineer approval.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 "Submittal Procedures," Article 1.11 - Manufacturer's Field Reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction Facilities:
 - a. Vehicular access.
 - b. Parking.
 - c. Progress cleaning.
 - d. Traffic regulation.
 - 2. Temporary Controls:
 - a. Barriers.
 - b. Fencing.
 - c. Security.
 - d. Water control.
 - e. Dust control.
 - f. Erosion and sediment control.
 - g. Pollution control.
 - h. Protect Work.
 - 3. Remove utilities, facilities, and controls.
- B. Related Requirements:
 - 1. Other Divisions 01 Specification Sections apply to Work of this Section.

1.2 VEHICULAR ACCESS

- A. Construct temporary access roads from public thoroughfares to serve construction area, width, and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires, providing necessary detours for unimpeded traffic flow.
- D. Location as approved by Engineer.
- E. Provide unimpeded access for emergency vehicles. Maintain 20-foot-wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering public streets.
- H. Use existing onsite roads for construction traffic.
- I. Verify with local Authorities Having Jurisdiction regarding temporary fire lanes and related access.

1.3 PARKING

- A. Using existing parking facilities by construction personnel is permitted.
- B. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
- C. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.

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- 2. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
 - D. Removal, Repair:
 - 1. Remove temporary materials and construction before Substantial Completion.
 - 2. Remove underground work and compacted materials to 2-foot depth. Fill and grade site as specified.
 - 3. Repair existing facilities damaged by use, to original condition.
 - E. Mud from Site Vehicles: Provide way to remove mud from wheels before entering streets.

1.4 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.
- B. Remove waste materials, debris, and rubbish from site and dispose off-site as required to maintain clean site.

1.5 TRAFFIC REGULATION

- A. Contractor's Responsibilities
 - 1. Provide Traffic Control Plan (TCP) as necessary for phased construction.
 - 2. TCP must be signed and sealed by a professional engineer licensed in Texas.
 - 3. Designate a responsible individual for TCP replacement and maintenance.
- B. Signs, Signals, And Devices:
 - 1. Post- and Wall-Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction and/or Texas Manual on Uniform Traffic Control Devices (TMUTCD) and/or TxDOT Standards.
 - 2. Traffic Control Signals: As approved by local jurisdictions.
 - 3. Traffic Cones and Drums: As approved by authority having jurisdiction.
 - 4. Flares and Lights: As approved by authority having jurisdiction.
 - 5. Flagperson Equipment: As required by authority having jurisdiction.
- C. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- D. Flares and Lights: Use during hours of low visibility to delineate traffic lanes and guide traffic.
- E. Haul Routes:
 - 1. Consult with authority having jurisdiction, establish public thoroughfares to use for haul routes and site access.
 - 2. Confine construction traffic to designated haul routes.
 - 3. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
- F. Traffic Signs and Signals:
 - 1. Provide signs at approaches to site and onsite, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor operations.
 - 3. Relocate as Work progresses to maintain effective traffic control.
- G. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings to 2-foot depth.

1.6 BARRIERS

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

1.7 FENCING

- A. Construction: Commercial-grade chain-link fence.
- B. Provide 6-foot-high fence around construction site and temporary materials storage area equipped with vehicular and pedestrian gates with locks.

1.8 SECURITY

- A. Security Program:
 - 1. Protect Work, existing premises, and Owner operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at Project mobilization.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles into Project site.
 - 2. Allow entrance only to authorized persons with proper identification.

1.9 WATER CONTROL

- A. Grade site to drain.
- B. Maintain excavations free of water.
- C. Provide, operate, and maintain pumping equipment.
- D. Protect site from puddling and running water. Provide water barriers required to protect site from soil erosion.
- E. Provide water barriers required to protect existing buildings from puddling, ponding, or other water accumulation that may damage foundations or other subsurface construction.

1.10 DUST CONTROL

- A. Execute Work to minimize raising dust from construction operations.

1.11 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.

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- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
 - D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
 - F. Comply with site Section 01 57 23 "Temporary Stormwater Pollution Control."

1.12 POLLUTION CONTROL

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

1.13 PROTECT WORK

- A. Protect installed Work and provide special protection where specified in Specifications.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic/activity necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

1.14 REMOVE UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above-grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
- B. Remove risers for underground utilities to minimum 2-foot depth and cap.
- C. Remove buried equipment, facilities, and materials completely to minimum 2-foot depth and cap.
- D. Backfill excavations as specified in other sections and grade site as indicated.
- E. Clean and repair damage caused by installation or temporary work.
- F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction, to specified condition.
- G. Remove at Work completion:
 - 1. Office.
 - 2. Storage sheds.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 57 23 – TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contractor responsibilities.
 - 2. Submittals.
 - 3. Erosion and sediment controls.
- B. Related Requirements:
 - 1. Local jurisdiction requirements.
 - 2. Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

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

1.3 SUBMITTALS

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

1.4 EROSION AND SEDIMENT CONTROLS

- A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.
- B. Stabilized Ingress/Egress:
 - 1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
 - 2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked, or washed off-site, and perform necessary clean-up measures, at the end of each workday.
- C. Silt Fences/Diversion Berms: Provide silt fences and/or diversion berms as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

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- D. Sand/Gravel Bags: Provide sand/gravel bags as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as work progresses, remove/replace/relocate bags as needed for work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.
- E. Site Stabilization:
1. Minimize surface area of base soil material at one time.
 2. Implement necessary stabilization measures including:
 - a. Temporary/permanent seeding/sodding.
 - b. Mulching.
 - c. Geotextiles.
 - d. Vegetative buffer strips.
 - e. Paving.
 - f. Rock riprap; and/or
 - g. Rock-filled gabions.
 - h. Inlet protection.
 3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products.
 - 2. Product delivery requirements.
 - 3. Product storage and handling requirements.
- B. Related Sections:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products per manufacturer instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products. Prevent soiling, disfigurement, or damage.
- D. Owner will not assist in offloading or accepting product deliveries.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products per manufacturer instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports above ground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products. Prevent soiling, disfigurement, or damage.
- H. Arrange product storage to permit access for inspection. Periodically inspect to verify products are undamaged and maintained in acceptable condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surveying.
 - 2. Closeout procedures.
 - 3. Demonstration and instructions.
 - 4. Testing, adjusting, and balancing.
 - 5. Project record documents.
 - 6. Product warranties and product bonds.
 - 7. Examination.
 - 8. Preparation.
 - 9. Execution.
 - 10. Protecting installed construction.
 - 11. Final cleaning.
- B. Related Sections:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SURVEYING

- A. Employ land surveyor registered in State of Texas and acceptable to Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey is indicated on Drawings.
- D. Verify setbacks, easements, and rights of way. Confirm Drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- F. Submit copy of Site Drawing signed by land surveyor certifying elevations and locations of Work are per Contract Documents.
- G. Maintain complete and accurate log of control and survey Work as Work progresses.
- H. Protect survey control points before starting Site Work. Preserve permanent reference points during construction.
- I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion. Complete following items before requesting Certification of Substantial Completion, either for entire Work or portions of Work:
 - 1. Submit maintenance manuals, Project record documents, and other similar final record data per this Section.
 - 2. Complete facility startup, testing, adjusting, balancing systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified per this Section.

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3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to complete or correct, value of incomplete or nonconforming Work, reason for incompleteness, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 6. Change locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning per this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work substantially complete, submit to Engineer and Owner:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to complete or correct (initial punch list).
 2. Within seven days after receipt of request for Substantial Completion, Engineer and Owner will inspect to determine if Work or designated portion is substantially complete.
 3. If Engineer and Owner determine Work is NOT substantially complete:
 - a. Engineer and Owner will promptly notify Contractor in writing, stating reasons for opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer and Owner.
 - c. Engineer and Owner will reinspect Work.
 - d. Repeat until Work passes inspection.
 4. When Engineer and Owner finds Work is substantially complete, they will:
 - a. Prepare Certificate of Substantial Completion on Engineer-provided form, accompanied by Contractor's list of items to complete or correct as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for written acceptance of responsibilities assigned in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time stipulated.
- C. Prerequisites for Final Completion. Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work complete, submit written certification that:
 - a. Contract Documents were reviewed.
 - b. Work was examined for compliance with Contract Documents.
 - c. Work was completed per Contract Documents.
 - d. Work is complete and ready for final inspection.

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2. Submit:
 - a. Final punch list indicating all items are complete or correct.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on Contractor's Affidavit of Payment of Debts and Claims form.
 - f. Contractor affidavit of release of liens on Contractor's Affidavit of Release of Liens form.
 - g. Consent of surety to final payment on Contractor's Consent of Surety to Final Payment form.
 3. Perform final cleaning for Contractor-soiled areas per this Section.
- D. Final Completion Inspection:
1. Within seven days after receipt of request for final inspection, Engineer and Owner will inspect to determine if Work or designated portion is complete.
 2. If Engineer and Owner consider Work incomplete or defective:
 - a. Engineer and Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer and Owner that Work is complete.
 - c. Engineer and Owner will reinspect Work.
 - d. Redo and Inspect Deficient Work: Repeated until Work passes inspection.
 - e. Engineer and Owner inspection.

1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate Project equipment by authorized manufacturer's representative knowledgeable about Project.
- B. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- C. Required instruction time for each item of equipment and system is specified in individual Specifications.

1.5 TESTING, ADJUSTING, AND BALANCING

- A. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain onsite, one set of these record documents and record actual revisions to Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to Contract.
 5. Reviewed Shop Drawings, product data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.

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- B. Ensure entries are complete and accurate, enabling future reference by Owner.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress, not less than weekly.
 - E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including:
 - 1. Manufacturer's name, product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings. Legibly mark each item to record actual construction as:
 - 1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
 - 2. Include locations of concealed elements of Work.
 - 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components parallel to utilities.
 - 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
 - 5. Identify and locate existing buried or concealed items encountered during Project.
 - 6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
 - 8. Field changes of dimension and detail.
 - 9. Details not on original Drawings.
 - G. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 EXECUTION

- A. Comply with manufacturer installation instructions, performing each step, in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true-to-line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Adjust operating products and equipment to ensure smooth and unhindered operation.
- H. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction. Lubricate operable components recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified.
- B. Prohibit traffic from landscaped areas.

3.5 FINAL CLEANING

- A. Execute final cleaning before final Project assessment. Employ experienced personnel or professional cleaning firm.
- B. Clean site. Sweep paved areas and rake landscaped surfaces clean.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place concrete.
 - 2. Concrete pavement, driveways, curb, and gutter.
 - 3. Sidewalks, flatwork, and other miscellaneous concrete.
 - 4. Section applies where Contractor elects to remove, or is required to remove, and replace concrete pavement and driveway as part of the construction. Section applies also for repair or replacement of facilities otherwise damaged by Contractor operations.
- B. Related Requirements:
 - 1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

- A. TxDOT Item 360 – Concrete Pavement
- B. TxDOT Item 421 – Hydraulic Cement Concrete
- C. TxDOT Item 440 – Reinforcement for Concrete
- D. ACI 211 – Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
- E. ACI 301 – Specifications for Structural Concrete
- F. ACI 305R – Standard Specification for Hot Weather Concreting
- G. ACI 306 – Standard Specification for Cold Weather Concreting
- H. ACI 315 – Details and Detailing of Concrete Reinforcement
- I. ASTM A36 – Standard Specification for Carbon Structural Steel
- J. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength
- K. ASTM C94 – Standard Specification for Ready-Mixed Concrete
- L. ASTM C171 – Standard Specification for Sheet Materials for Curing Concrete
- M. ASTM C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- N. ASTM C33 – Standard Specification for Concrete Aggregates
- O. ASTM C150 – Standard Specification for Portland Cement
- P. ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- Q. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete
- R. ASTM C260 – Standard Specification for Air-Entraining Admixtures for Concrete
- S. ASTM C881 – Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
- T. ASTM D1751 – Standard Specification for Preformed Expansion Joint Filler for Concrete paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
- U. TAC – Texas Accessibility Standards

1.3 SUBMITTALS

- A. Submit product data in accordance with Section 01 33 00 "Submittal Procedures."
- B. Product Data: For each type of manufactured material and product indicated.
- C. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or adhesive.
 - 8. Joint fillers.
- E. Shop Drawings for reinforcement detailing, fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures," showing bar schedules, stirrup spacing, bent bar diagrams, materials, steel grades, arrangement of concrete reinforcement, and methods of support.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced installer who has completed pavement work similar in material, design, and extent indicated for this Project and whose work resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with TxDOT Item 421 and ASTM C94 requirements for production facilities and equipment. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

1.5 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities and emergency services.

PART 2 - PRODUCTS

2.1 CONCRETE MIXTURE

- A. Furnish mix design using ACI 211, ACI 301, Tex-470-A, or other approved procedure.

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- B. At least 15 days prior to beginning any concrete pavement construction, Contractor shall submit mix design, test certificates, test results, and all necessary information as specified in TxDOT Item 421 for Engineer approval.
 - C. Use a qualified independent testing agency for preparing and reporting proposed mix design for the trial batch method. Do not use Owner's field quality-control testing agency as the independent testing agency.
 - D. The following concrete classifications are to be used on this project as specified herein:
 - 1. **Class A:** Curb and gutter, valley gutters, driveways, sidewalks, curb ramps, medians, and miscellaneous slabs.
 - a. Maximum allowable Water-to-Cement ratio: 0.60.
 - b. Minimum 28 Day Compressive Strength: 3,000 psi.
 - c. Slump: 3-5 in.
 - d. Air Entrainment: 3-7 percent.
 - 2. **Class B:** Concrete riprap.
 - a. Maximum allowable Water-to-Cement ratio: 0.40.
 - b. Minimum 28 Day Compressive Strength: 2,000 psi.
 - c. Slump: 3-5 in.
 - d. Air Entrainment: 3-7 percent.
 - 3. **Modified Class C:** Cast-in-place manholes, junction boxes, storm sewer inlet boxes, valve vaults, direct traffic culvert, and bridge decks.
 - 4. Minimum six sacks cement per cubic yard.
 - 5. Maximum allowable water-to-cement ratio: 5 gallons per sack of cement.
 - a. Minimum 28-day Compressive Strength: 4,000 psi.
 - b. Slump: 3-5 in.
 - c. Air Entrainment: 3-7 percent.

2.2 CEMENT

- A. Use cement of the same type and from the same source for all of Project.
- B. Portland Cement: ASTM C150, Type I, II, I/II, IL, IP, IS, IT, or V.
- C. Use only cement types for concrete classifications as specified in TxDOT Item 421, Section 4.2.1.

2.3 AGGREGATE

- A. Provide aggregate to meets all requirements of TxDOT Item 421, Section 2.6 and ASTM C33.
- B. Shall be uniformly graded and from a single source.
- C. Shall contain a coarse aggregate with a maximum nominal size of 1 1/2 inches.

2.4 WATER

- A. Furnish clean water that meets all the requirements of TxDOT Item 421, Section 2.5.

2.5 STEEL REINFORCEMENT

- A. Deformed Steel Bar Reinforcement: TxDOT Item 440, ASTM A615, Grade 60
- B. Dowels: TxDOT Item 440, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.
- C. Deformed Tie Bars: TxDOT Item 360, ASTM A615, Grade 60.

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- D. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
 - E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI "Manual of Standard Practice," from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. Space reinforcing supports at 5 feet, 0-inch maximum in any direction.

2.6 ADMIXTURES

- A. Use of any material added to the concrete mix shall be approved by Owner representative.
 - 1. Admixtures certified by manufacturer to contain no more than 0.1-percent water-soluble chloride ions by mass of cement and compatible with other admixtures.
 - 2. Air-Entraining Admixture: ASTM C260. Certified by manufacturer compatible with other required admixtures.
 - 3. Water-Reducing Admixture: ASTM C494, Type A.
 - 4. High-Range, Water-Reducing Admixture: ASTM C494, Type F or Type G.
 - 5. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.
 - 6. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.7 COVER MATERIAL FOR CURING

- A. Curing materials shall conform to one of these Specifications:
 - 1. Liquid membrane-forming compounds for curing concrete shall conform to requirements of ASTM C309, Type 2 (all resin base).
 - 2. White polyethylene film for curing concrete shall conform to requirements of ASTM C171.
 - 3. White burlap-polyethylene sheeting for curing concrete shall conform to requirements of ASTM C171.
 - 4. Waterproof paper for curing concrete shall conform to requirements of ASTM C171.

2.8 FORMS

- A. Forms shall be constructed of steel except for curved areas and sidewalks.
 - 1. Use flexible or curved forms for curves of a radius 100 feet or less.
 - 2. Forms should be no less than 10 feet in length.
- B. Form-Release Agent: Commercially formulated form-release agent with a maximum of 350 g/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces, nor impair subsequent treatments of concrete surfaces.
- C. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units to leave no metal closer than 1-1/2 inches to exposed concrete surface plane.
 - 1. Provide ties so, when removed, will leave holes not larger than 1-inch in diameter in the concrete surface.

2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
- B. Texture Surface for Ramps:
 - 1. Meet requirements of Texas Accessibility Standards.
 - 2. Color as selected by Owner.
 - 3. Surface should be non-skid.
 - 4. Durabak with Safti-Traxx Detacable Warning System by Cote-L Distribution Company or approved equal.
- C. Bonding Agent: Polyvinyl acetate or acrylic base.
- D. Sand Cushion: Clean, manufactured, or natural sand with plasticity index of 8 or less.
- E. Epoxy Adhesive: ASTM C881, two-component material suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.

2.10 FIBER REINFORCEMENT

2.11 FIBER REINFORCEMENT: TXDOT ITEM 440, FIBER MESH, CAPROLAN RC, OR APPROVED EQUAL.

2.12 MATERIAL AND RATE OF APPLICATION SHALL BE APPROVED BY ENGINEER PRIOR TO PLACEMENT.

2.13 FIBER REINFORCEMENT IS ALLOWED AT CONTRACTORS DISCRETION FOR SLAB-ON-GRADE APPLICATIONS UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS OR SPECIFICATIONS.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. Accurately place and secure in position all reinforcing steel as shown on the plans. Comply with TxDOT Item 360 for all steel reinforcement installation.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars, and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

3.4 JOINTS

- A. Construct isolation, contraction, construction joints, and tool edgings true-to-line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than a half hour unless pavement terminates at isolation joints.
 - 1. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 - 2. Provide tie bars at sides of pavement strips where indicated.
 - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Form Isolation Joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Extend joint fillers full width and depth of joint.
 - 2. Terminate joint filler less than 1/2-inch or more than 1-inch below finished surface if joint sealant is indicated.
 - 3. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Driveway and Pavement Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces. Refer to Plans for joint dimensions.
- E. Sidewalks:
 - 1. Control Joints: Saw-cut 1/8-inch control joints after curing to depth shown on Plans. Joints shall be clean, straight lines as shown on Plans. Concrete surface shall be cleaned of all debris after installation.
 - 2. Expansion Joints: Install at formed construction joints.

3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until at required finish elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

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- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
 - F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
 - G. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete placed more than 15 minutes without covered by top layer or use bonding agent if approved by Engineer.
 - H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
 - I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of 28-day compressive strength.
 - J. Cold-Weather Placement: Comply with ACI 306.1. Protect concrete work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to, or is expected to fall below, 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 and not more than 80 degrees F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
 - K. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor option.
 - 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

- A. DO NOT wet concrete surfaces during screeding, initial floating, or finishing operations.
- B. Float Finish: Begin second floating operation when bleed-water sheen disappears, and concrete surface stiffens sufficiently to permit operations. Float surface with power-driven floats or hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Light-to-Medium Broom Finish: For concrete sidewalks.

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2. Medium-to-Coarse-Textured Broom Finish: For concrete pavement and driveways, provide a medium-to-coarse finish by dragging float-finished concrete surface 1/16- to 1/8-inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- C. Wall Finishes: Concrete walls shall be form-revealed finish. Reference Plans for forms dimension control.

3.7 CONCRETE PROTECTION AND CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x H before and during finishing operations. Apply according to manufacturer written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water disappears from concrete surface.
- D. Curing Methods: Cure concrete by moisture-curing, moisture-retaining-cover-curing, curing compound, or a combination.
 1. Moisture Curing: Keep surfaces continuously moist for no less than seven days with water, continuous water-fog spray, and absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control include those specified in this Article.
- B. Testing Services: Perform testing according to these requirements:
 1. Uniformity of Concrete: Tex-472-A
 2. Slump: Tex-415-A; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 3. Air Content: Tex-416-A, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
 4. Concrete Temperature: Tex-422-A; one test hourly when air temperature is 40 degrees F and below and 80 degrees F and above, and one test for each set of compressive-strength specimens.
 5. Compression Test Specimens: Tex-447-A; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be

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- molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
6. Compressive-Strength Tests: Tex-418-A; one set for each day's pour of each concrete class exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards. One specimen shall be tested at seven days and two specimens at 28 days. Retain one specimen in reserve for later testing if required.
 7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
- C. Test results shall be reported in writing to Engineer and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both seven- and 28-day tests.
 - D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but not used as the sole basis for approval or rejection.
 - E. Additional Tests: Contractor shall make additional tests of concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements are not met, as directed by Engineer. Contractor may conduct tests to determine adequacy of concrete by cored cylinders complying with Tex-424-A, or by other methods as directed.
 - F. Contractor shall pay for failing tests.
 - G. Questionable Concrete:
 1. Concrete considered "Questionable Concrete" where any of the following test evaluations occur:
 - a. Individual test strength is below specified strength; or
 - b. Samples of concrete for acceptance test cylinders or acceptance test beams are not representative of concrete-in-place in the pavement; or
 - c. Insufficient or inadequate concrete curing; or
 - d. Insufficient number of acceptance test cylinders or acceptance test beams for days concreting was made for testing.
 2. Except where core tests will impair the strength of the structure, core test as directed by Owner shall be made at no cost to Owner to resolve Questionable Concrete. If core tests fail to demonstrate test strength required by Contract Documents or structural analysis does not confirm the adequacy of structure, Owner may, at his discretion, reject work or require load tests or additional construction. Should structural analysis confirm the adequacy of pavement, Owner may, at his discretion, accept concrete with credit for full value of concrete delivered to site in accordance with General Conditions.
 3. Contractor shall pay all costs incurred in providing the additional testing or analysis to resolve acceptability of Questionable Concrete.
 4. Core Tests:
 - a. Three representative cores shall be taken from each member or area of concrete for each test considered questionable. Location of cores shall be as directed by Owner to least impair pavement strength. Damaged cores shall be replaced.
 - b. Cores shall be obtained and tested in accordance with Tex-424-A except that if concrete in structure will be dry under service conditions cores shall be air dried (temperature 60 to 80 degrees F, and relative humidity less than 60 percent) for seven days before test and shall be tested dry. If concrete in

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- structure will be more than superficially wet under service conditions, cores shall be immersed in water for at least 48 hours and tested wet.
- c. Questionable concrete will be considered structurally acceptable if average of cores is equal to or greater than 90 percent of the specified strength and no single core is greater than 500 psi below specified compressive strength (50 psi below specified beam strength).

3.9 REPAIRS OF DEFECTIVE PAVEMENT SLABS

- A. Replace or repair broken slabs, random cracks, nonworking contraction joints near cracks, and spalls along joints and cracks as specified at no cost to Owner.
- B. Broken Slabs: Entirely remove and replace pavement slabs containing multiple cracks through more than 1/4 of the depth of slab separating slab into three or more parts and pavement slabs with one or more cracks through more than 1/4 of pavement depth extending diagonally across more than 1/3 of the slab either transversely or longitudinally. Repair pavement slabs containing a single diagonal crack intersecting transverse and longitudinal joints within 1/3 of the width and length of slab from corner by removing and replacing smaller portion of slab.
- C. Grooving and Repairing Cracks in Pavement Slabs: Random cracks penetrating more than 1/4 of pavement depth shall be grooved, crack filled with epoxy-resin, and groove filled with epoxy-resin grout. Groove top of crack to a minimum depth of 3/4-inch and a width not less than 3/8 nor more than 5/8-inch by means of an approved grooving machine. Grooving machine shall be vertical rotary-cutting and capable of following closely the crack path and of widening the crack top to the required section without spalling or otherwise damaging concrete. Fill random cracks that are tight and penetrate less than 1/4 of the pavement depth with epoxy-resin. When necessary, determine depth of crack penetration by core inspection of not less than 4 inches in diameter, drilled by Contractor, at his expense, at locations directed. Refill core holes with Portland cement concrete, bonded to pavement with epoxy-resin grout. In addition, when longitudinal crack is continuous across one or more slabs and penetrates more than 1/4 of the pavement depth, drill core holes not less than 6 inches in diameter through full depth of slab at both ends of crack. In operation to drill cores at the longitudinal-crack ends, position core bits so core removed will include not more than 3 inches of crack. Use sandblasting and high-pressure air jets to remove any fines near apparent ends of crack to permit accurate determination of crack ends. Remove all fines, dust, and other loose material on cored holes wall by scrubbing with a stiff-bristle brush, followed by washing and dewatering core hole. Refill these core holes with epoxy-resin concrete. Apply a prime coat of epoxy-resin binder thinned with three parts toluene to seven parts epoxy binder, by volume, and brush into vertical wall of core hole. Delay placement of epoxy-resin concrete until prime coat becomes stringy or approaches dry to touch. Place epoxy-resin concrete in layers not over 6 inches thick. Time interval between additional layer placement shall be so epoxy-resin concrete temperature does not exceed 140 degrees F any time during hardening.

3.10 NONWORKING (UNCRACKED) CONTRACTION JOINTS

- A. When a transverse random crack terminates in or crosses a transverse contraction joint, fill uncracked portion of the joint with epoxy-resin mortar or grout and crack shall be routed and sealed. When a transverse random crack approximately parallels planned contraction joint and is within 25 percent of slab length from a contraction joint, route and seal crack, and fill joint with epoxy-resin grout or mortar. When a transverse random crack is more than 25 percent of slab length from nearest contraction joint, seal joint and crack.

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- B. Thoroughly clean joints to be filled with epoxy-resin mortar or grout.

3.11 SPALLING ALONG JOINTS AND CRACKS

- A. Repair spalls by making a saw cut at least 1-inch outside spalled area to a minimum depth of 2 inches. When spalled area abuts a joint, saw cut shall be made to a depth of 2 inches or 1/6 slab thickness, whichever is greater. Remove concrete between saw cut and joint or primary crack to a minimum depth of 2 inches below original concrete surface, and additional depth where necessary to expose a surface of sound, unweathered concrete, uncontaminated by oils, grease, deicing salts, solutions, or other substances inhibiting the epoxy-resin bonding material performance. Accomplish removal of concrete volume between saw cut and joint or primary crack using a hydraulic impact hammer or other method approved by Owner Representative. Contractor shall exercise care in removing required concrete, so no damage is inflicted on adjoining concrete slab. Contractor shall repair damage of adjoining concrete, at his expense, to satisfaction of Owner Representative.
- B. Thoroughly clean concrete void to patch with compressed air, sandblasting, or other approved method to remove all loose material. Apply a prime coat of epoxy-resin binder thinned with three parts toluene to seven parts epoxy binder, by volume, to dry, cleaned surface of all sides of cavity, except joint or primary crack face. Apply prime coat in a thin coating and scrub into surface with stiff-bristle brush. Delay placement of Portland cement concrete or epoxy-resin concrete or mortar until prime coat becomes stringy or approaches dry to touch. Then place epoxy concrete in the cavity in layers not exceeding 2 inches thick. Time interval between placement of additional layers shall be so temperature of epoxy-resin concrete does not exceed 140 degrees F at any time during hardening. Use mechanical plate, screed, float vibrators, or hand tampers to consolidate concrete or mortar. Remove excess mortar or concrete on adjacent surfaces of hardened concrete before it hardens. After finishing operations and while epoxy-resin concrete or mortar is still tacky, uniformly spread a thin coating of Portland cement on surface of repaired area and lightly brush into surface. If spalled area to patch abuts a working joint or working crack which penetrates full depth of a slab, use an insert or other bond-breaking medium to maintain working joints or cracks during repair work. Use surface embedment of flexible polyethylene or other suitable type hose to form a groove along working crack to fill with appropriate type of joint-sealing material. Carefully remove hose before concrete hardens sufficiently to form a high bond.

3.12 REMOVAL AND REPLACEMENT OF DEFECTIVE PAVEMENT AREAS

- A. Remove and replace defective pavement areas as specified with pavements of the thickness and quality required by these Specifications. Carefully remove defective pavement so adjacent pavement will not be damaged and existing reinforcement at joints will be left intact. When replacing a portion of an unfractured slab, make a 2-inch deep saw cut transversely across slab in required location, and remove concrete to provide an essentially vertical face in remaining portion of slab. Prior to placement of fresh concrete, clean face of slab of debris and loose concrete then thoroughly coat with epoxy-resin grout. Epoxy-resin coating shall be approximately 1/16-inch and applied by scrubbing a thin coat of grout into surface with stiff-bristle brush followed by a second application. Place strips of polyethylene sheeting on vertical faces of adjacent slabs at juncture with slab to patch as a bond-breaking medium. Accomplish placement of fresh, Portland cement concrete while epoxy-resin is still tacky so grout coating is not removed. Construct longitudinal and transverse joints of replaced slab or portion as indicated. Replaced pavements will be paid

for at contract price but no payment made for defective pavements removed nor for cost of removing defective pavements.

3.13 TOLERANCE IN SLAB THICKNESS

- A. Determine thickness of slab by average caliper measurement of cores tested in accordance with Tex-423-A. Owner's Representative may elect to measure thickness of concrete pavement prior to placement based on measurements from a string line stretched across forms or in plastic concrete behind concrete placing operation.
- B. Remove and replace areas found deficient in thickness with concrete of thickness shown on Plans at Contractor expense. If cores are used to determine concrete thickness, Contractor shall fill core holes with non-shrink grout at his expense.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Site preparation, excavation, grading, trenching, and backfilling required for project. Excavation of whatever material encountered for all structures in project, as required by Drawings or directed by Engineer. Contractor disposes material required moved during site preparation, excess excavated material, or any material unsuitable for backfilling.
 - 2. Excavation not classified nor additional compensation allowed for rock. Bidders to investigate nature of material encountered in excavations as necessary and assume all responsibility for fully informing themselves of character of such material.
 - 3. Contractor furnishes all materials, equipment tools, labor, superintendence, and incidentals required to perform Work as indicated on Drawings, directed by Engineer, and specified.
- B. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Division 31 Specification Sections apply to Work of this Section.
 - 3. Division 32 Specification Sections apply to Work of this Section.
 - 4. Division 33 Specification Sections apply to Work of this Section.

1.2 TRENCH SAFETY

- A. Contractor responsible for complying with all applicable State of Texas safety standards and applicable OSHA regulations concerning trench excavation, general excavation, and construction safety.
- B. Contractor responsible for implementing trench safety system wherever trench depth exceeds 5 feet. Contractor refers to Section 31 41 10 "Trench Safety Systems" for approved trench safety methods for pipelines.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CLEARING SITE AREA

- A. Clearing consists of removal and lawful disposal of all items in Project Area that do not meet requirements of project specifications and are an obstruction to proposed improvements. Such items might include vegetation, rubble, trees, tree roots, down timbers, snags, brush, pavements of various types, and rubbish within areas to clear. Individual trees, groups of trees, or other vegetation not required to be removed, and occurring outside earthwork area, shall be protected against unnecessary cutting, breaking, or skinning roots, skinning and brushing bark, or smothering trees by stockpiling construction materials or excavated materials within drip lines.

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- B. Use of explosives will not be allowed.
 - C. Solid items must be removed to a minimum depth of one foot below finished grade or subgrade elevation.
 - D. Remove hollow objects in entirety.
 - E. Removal of Concrete: Cut concrete at right-of-way line straight and vertical by sawing or other approved methods before removal of concrete in right-of-way.

3.2 DISPOSAL

- A. Unless otherwise specified, any material cleared from Project Area becomes ownership of Contractor and disposed lawfully.

3.3 TRENCHING AND BACKFILLING PIPE MAINS

- A. Pipe trench excavation to lines and grades shown on drawings and established in field. Trenching and backfilling for water pipe mains specified in other specification sections.

3.4 CLEAN UP

- A. After completing all work regarding project, clean entire work area and any adjacent areas disturbed by construction of all construction debris, rocks and excess materials and Contractor removes all such material from site or highway right-of-way and disposes. Replace any sod disturbed by installing these facilities. Grade entire area to uniform surfaces and present a neat and clean appearance before final acceptance.

END OF SECTION

SECTION 31 20 00 – EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Operations required for excavation of proposed foundations.
 - 2. Compaction of natural subgrades.
 - 3. Placement and compaction of fill areas to grade.
 - 4. Finish grading
 - 5. Disposal of excess or unsuitable materials.
 - 6. Earthwork must conform with dimensions and typical sections shown and within lines and grades established on Drawings.
 - 7. Contractor informs and is satisfied to character, quantity, and distribution of material to excavate.
- B. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Division 31 Specification Sections apply to Work of this Section.
 - 3. Division 32 Specification Sections apply to Work of this Section.
 - 4. Division 33 Specification Sections apply to Work of this Section.

1.2 CLASSIFICATIONS

- A. Brief definitions of earthwork classifications:
 - 1. Topsoil: Natural, friable surface soil possessing characteristics of representative soils onsite producing growths of grass or other vegetation. Topsoil growths includes grasses and other vegetation.
 - 2. Subgrade: Surface portion where compacted earth fill or embankment is constructed.
 - 3. Compacted Earth Fill or Embankment: Earth fill placed and compacted between top of existing grades and finish grade.
 - 4. Finish Grading: Operations required for smoothing disturbed areas not overlaid with pavement.

1.3 WORK AFFECTING EXISTING UTILITIES

- A. Protect above or below grade utilities which are to remain.
- B. Do not take existing utilities out of service without specific authorization by Owner.

1.4 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as portion of existing landscape.
- B. Protect benchmarks, existing structures (not being removed), fences, roads, and paving.
- C. Notify Engineer of unexpected subsurface conditions.
- D. Where damage could result from continuing work, discontinue work in area until Engineer notifies Contractor of required modifications.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Use equipment required to complete this project.
- B. Grading Equipment: Furnish, operate, and maintain equipment as necessary to produce uniform layers, section, and smoothness of grade for compaction and drainage.
- C. Furnish, operate, and maintain equipment for compaction of earth fills or embankments.
- D. Miscellaneous Equipment: Scarifiers, disks, spring-tooth or spike-tooth harrows, earth-hauling equipment, and other equipment must be suitable for removal of material from excavation and construction of fills.

2.2 TOPSOIL

- A. Obtain from excavation and fill areas. Strip and stockpile top 12 inches of material from areas.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. As shown on Drawings, excavate to lines, grades, and elevations.
- B. During excavation, maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept/divert surface water and prevent interference or delay of work. No separate payment made for drainage control and pumping.
- C. Stockpile excavated material in areas approved by Engineer.
- D. Uniformly dress cut and fill slopes to slope, cross section, and alignment, as shown.
- E. Strip or otherwise remove all vegetation, decayed vegetable matter, rubbish, and other unsuitable material within areas to grade to ground level before grading or other earthwork starts. Do not allow material to remain in or on areas to grade.
- F. Excavation:
 - 1. Excavate subsoil required to accommodate building foundations, slabs-on-grade paving and site structures, construction operations.
 - 2. Excavation cut not to interfere with normal 45-degree bearing splay of foundation.
 - 3. Grade excavation top perimeter to prevent surface water from draining into excavation.
 - 4. Hand trim excavation. Remove loose matter.
 - 5. Remove lumped subsoil, boulders, and rock up to 1/3 cubic yard measured by volume.
 - 6. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
 - 7. Correct unauthorized excavation at no extra cost to Owner.
 - 8. Correct areas over-excavated by error –at no extra cost to Owner.
 - 9. Stockpile excavated material in area designated onsite and spread excess material not reused in designated area.

3.2 PREPARE GROUND SURFACE FOR FILLS OR EMBANKMENTS

- A. Strip ground surface where placing fill of live, dead, or decayed vegetation, rubbish, debris, and other unsatisfactory material.
- B. Construct embankment from suitable material obtained from excavation or borrow, free of roots, rocks larger than 3 inches, debris, and other objectionable material. Supplement excavation deficiencies from a borrow source approved by Engineer. Construct embankment

in uniform horizontal layers not to exceed eight inches of loose depth and compact with suitable equipment to a minimum 90% ASTM D1557/AASHTO T180. Process materials by aeration or watering to bring material to within 2-percent optimum moisture content. Dry layers will not be permitted. Remove and replace soft spots that develop in embankment with suitable material. No payment made for removal of soft spots. Tolerance for embankment grading shall be 0.5 foot plus or minus plan grade..

- C. Shape and compact eight inches of upper portion of embankment or excavation to minimum density of 95-percent ASTM D1557/AASHTO T180 and finish within a tolerance of 0.5 inch in 10 feet. Protect and maintain finished subgrade in satisfactory condition until covered by succeeding construction.

3.3 COMPACTION AND MOISTURE CONTROL

- A. Notify Engineer when compaction is achieved and allow 24 hours for scheduling of test. Before taking subgrade density test, test entire subgrade by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure not less than 110 psi. Remedy any soft spots, pumping, or other evidence of weakness before density tests. Proof roll in presence of Engineer or Owner representative.

3.4 OVER EXCAVATION

- A. Backfill and compact areas of over excavation as necessary and at no additional cost to Owner.

3.5 MATERIAL DISPOSAL

- A. Stockpile excavated material in area approved onsite and remove excess material not reused and waste from site.

END OF SECTION

SECTION 31 23 16 – EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes excavating for site improvements.
- B. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Section 31 23 23.13 "Backfill."
 - 3. Section 32 11 50 "Flexible Base Course."

1.2 FIELD MEASUREMENTS

- A. Verify survey benchmark and intended elevations for Work are as indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities that remain from damage.
- C. Notify utility company to locate utilities.
- D. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
- E. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 EXCAVATING

- A. Underpin adjacent structures which may be damaged by excavating work.
- B. Excavate subsoil to accommodate construction operations.
- C. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 31 23 23.13 "Backfill."
- D. Slope banks with machine to angle of repose or less until shored.
- E. Grade top perimeter of excavating to prevent surface water from draining into excavation.
- F. Hand trim excavation. Remove loose matter.
- G. Remove lumped subsoil, boulders, and rock.
- H. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- I. Correct areas over excavated –as necessary.
- J. Stockpile excavated material in area designated.

3.3 EXCAVATING FOR CONCRETE CURB AND GUTTER

- A. Excavate for curb, gutter, and combined curb and gutter with subgrade excavation for street. Street subgrade shall extend from 6 inches back of curb to 6 inches back of curb and be

compacted for full width to minimum 95-percent ASTM D1557/AASHTO T-180, ± 2 percent optimum moisture content.

- B. Where subgrade is more than 3 inches below bottom of curb, fill shall be compacted base course constructed from 6 inches back of curb to 6 inches back of curb as specified in Section 32 11 50 "Flexible Base Course."

3.4 EXCAVATING FOR DRIVEWAYS AND ALLEY RETURNS

- A. Excavate as for streets and curbs. Compact subgrade for all driveways and alley returns to 95-percent ASTM D1557/AASHTO T-180, ± 2 percent optimum moisture content for 8-inch depth.
- B. Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on compacted subgrade. All other driveways shall be considered commercial driveways and constructed on 6 inches of flexible base conforming to Section 32 11 50 "Flexible Base Course."

3.5 EXCAVATING FOR CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

- A. Subgrade excavation preparation and compaction and flexible base shall be same as specified for street construction. Construct all drainage structures within roadway on flexible base so thickness of concrete slab plus base is equal to thickness of hot-mix asphaltic concrete surface plus base.

3.6 EXCAVATING FOR SIDEWALKS

- A. Excavate for sidewalk with street excavation where applicable. Exercise care in excavating for sidewalks. Any other excavation or any fill required for sidewalks must be brought to grade in lifts not to exceed 2 inches and thoroughly tamp. Compact subgrade for sidewalks to at least the density of adjacent soil or 85-percent ASTM D1557/AASHTO T-180 ± 2 percent optimum moisture content, whichever is greater.
- B. When sidewalk is to be constructed on embankment, fill must extend at least 3 feet beyond edge of the sidewalk.

3.7 EXCAVATING FOR CONCRETE RIP RAP

- A. Take care not to over excavate for rip rap. Compact subgrade for rip rap to minimum density of adjacent undisturbed soil or 85-percent ASTM D1557/AASHTO T-180 ± 2 percent moisture content, whichever is greater.

3.8 FIELD QUALITY CONTROL

- A. Section 01 40 00 "Quality Requirements" for field inspection and testing.
- B. Provide for visual inspection of bearing surfaces.

3.9 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

END OF SECTION

SECTION 31 23 23.13 – BACKFILL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Foundation perimeter and site structure backfilling to subgrade elevations.
 - 2. Site filling and backfilling.
 - 3. Fill under slabs-on-grade and paving.
 - 4. Consolidation and compaction.
 - 5. Fill for over-excavation.
- B. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Section 03 30 00 "Cast-in-Place Concrete."
 - 3. Section 31 20 00 "Earth Moving."
 - 4. Section 31 23 16 "Excavation."
 - 5. Section 32 11 50 "Flexible Base Course."
 - 6. Division 33 Specification Sections apply to Work of this Section.

1.2 REFERENCES

- A. ANSI/ASTM C136: Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D698: Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. Rammer and 12-inch Drop.
- C. ANSI/ASTM D1556 Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ANSI/ASTM D1557: Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 "Submittal Procedures."

PART 2 - PRODUCTS

2.1 FILL MATERIALS

- A. Type A: Structural Fill - Types GW, GM, GC, GP, SW, SP, and SM with a PI between 5 and 12 and free of organic materials and rocks, lumps, or other items larger than 2 inches.
- B. Type B: Ordinary Fill - Types GW, GM, GC, SW, SP, SM, SS, CL or CH with a PI between 5 and 18 and free of organic materials and rocks, lumps or other items larger than 2 inches.
- C. Type C: Sand - Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance with ANSI/ASTM C136.
- D. Concrete: Structural concrete conforming to Section 03 30 00 "Cast-in-Place Concrete," except with a compressive strength of 2500 psi and a minimum cement ratio of four sacks/yd.
- E. Flexible Base: Conforming to Section 32 11 50 "Flexible Base Course."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify fill materials to be reused are acceptable by testing and analysis.

3.2 PREPARATION

- A. Compact base course/subgrade as specified in Sections 31 23 16 "Excavation" and 31 20 00 "Earth Moving."
- B. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with Type B fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.3 MISCELLANEOUS BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Type A and B Fill: Place and compact materials in continuous layers not exceeding 8 inches compacted depth.
- D. Type C Fill: Place and compact material in continuous layers not exceeding 4 inches compacted depth.
- E. Employ a placement method that does not disturb or damage utilities in trenches.
- F. Maintain ± 2 percent optimum moisture content of backfill materials to attain required compaction density.
- G. Slope grade away from building minimum 2 inches in 10 feet, unless noted otherwise.
- H. Make grade changes gradual. Blend slope into level areas.
- I. Spread surplus backfill materials in designated areas.
- J. Leave fill material stockpile areas completely free of excess fill materials.

3.4 BACKFILL FOR CONCRETE STRUCTURES WITHIN PAVED AREA OF STREETS

- A. Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for concrete. As soon as forms are removed, remove all loose material from form trench and fill trench to base level with Portland cement stabilized backfill material consisting of two sacks Portland cement to 1 cubic yard of base course material or 1 cubic yard "blow sand." When cement stabilized backfill cures, saw cut pavement edge to provide true and straight lines and restore pavement to original or revised grade using hot-mix asphaltic concrete conforming to specifications.

3.5 BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

- A. Backfill behind curbs and along sidewalks to be grassed shall use good topsoil free of caliche, rocks, clods, lumps, debris, and other objectionable material. Compact backfill to minimum density of undisturbed adjacent soil, but not less than 85-percent ASTM D1557/AASHTO T-180 ± 2 -percent optimum moisture content.
- B. Construct backfill behind curbs and along sidewalks to receive paving to conform to base and subgrade of adjacent paving and compact to 95 percent ASTM D1557/AASHTO T-180 ± 2 -percent optimum moisture content. Contractor may elect to backfill to top of base with two sack cement stabilized backfill.

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- C. In undeveloped areas and areas where no sidewalks exist, slope from back of curb to a maximum height of 1/4 inch per foot rise from top of curb to property line on a straight-line grade. Minimum elevation at property line shall be top of curb elevation.
 - D. In deeper cut areas, slope paving may be required. When slope paving required, construct to lines and grade shown on plans. Backfill and shaping beyond slope paving shall be in accordance with applicable portions of specifications.

3.6 TOLERANCES

- A. Top Surface of Backfilling: ± 1 inch from required elevations.

3.7 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 "Quality Requirements."
- B. Tests and analysis of fill material will be performed in accordance with ASTM D1557 or AASHTO T-180 and with Section 01 40 00 "Quality Requirements."
- C. Compaction testing will be performed in accordance with ASTM D1557 or AASHTO T-180 and with Section 01 40 00 "Quality Requirements."
- D. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest at no cost to Owner.
- E. Frequency of Tests: One test for every lift every 300 linear feet, or as specified by Engineer.
- F. Proof roll compacted fill surfaces under slabs-on-grade and paving.

3.8 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01 50 00 "Temporary Facilities and Controls."
- B. Recompress fills subjected to vehicular traffic.

END OF SECTION

SECTION 31 41 10 - TRENCH SAFETY SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Trench safety systems for trench excavations greater than 5 feet deep. All work performed under this Section shall also comply with OSHA Part 1926, Subpart P and all state and local codes.
 - 2. Contractor shall be responsible for complying with requirements of Specifications, Drawings, and all applicable codes. Contractor shall immediately notify Engineer of any unforeseen field conditions which might affect integrity of trench safety system.
 - 3. Alternative methods of trench safety may be submitted for Engineer approval; however, alternative methods will not be reviewed or approved prior to bid opening.
- B. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

- A. Provide detail drawings for proposed trench safety systems. Clearly identify where each system is proposed for use and type of system to be used.
- B. Trench Boxes: Submit manufacturer standard data sheet and Certificate of Compliance signed by a registered engineer stating maximum allowable depth for given design pressure for each type of trench box proposed for use.
- C. Alternative Systems: If alternative systems composed of steel, aluminum, wood, or combination of materials are proposed, submit design calculations signed by registered engineer showing all member properties, design strengths, and any stress increases used with justification for use.
- D. Trench excavations cannot be started until trench safety systems have been submitted and approved by Engineer as specified.

1.3 QUALITY ASSURANCE

- A. Trench safety systems shall be designed based on actual field conditions. Contractor shall review and determine field conditions for Project.
- B. Work shall be performed by forces having at least two years' experience with similar types of trench safety systems. All prefabricated items used in trench safety systems shall be manufactured by a company with at least two years' experience in fabricating items.
- C. Contractor shall be responsible for complying with all trench safety requirements and for safety of trenches and excavations.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide suitable materials capable of withstanding imposed loads without excessive deflections. Materials shall be clean, free of rust, holes, knots, and other defects.

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- B. Steel shall be of type and thickness as required by design and with minimum yield stress of $F_y = 36000$ psi.
 - C. Aluminum Type 6061-T6, thickness as required by design.
 - D. Wood in contact with earth to be pressure-treated soft woods or untreated hardwoods.
 - E. Wood not in contact with earth to be soft or hardwood as required by design.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

- A. Prior to starting trench excavations, Contractor shall examine all site conditions and note any conditions in existing pavements, structures, and other items which may be adversely affected by trenching operations. Prepare a written list of all such conditions and submit list to Engineer. During trenching operations, note any changes which occur to existing pavements or structures and submit written report to Engineer of all such changes.

3.2 EXISTING UTILITIES

- A. Prior to starting trench excavations, chart and field locate all existing utilities. Notify owners of all utilities of work to be performed. Protect all existing utilities from damage. Provide additional support for utility lines which cannot span trench width. Do not interrupt existing services without written approval by Engineer and utility owner.

3.3 TRENCHING PROCEDURES

- A. Provide shoring systems in accordance with the submitted design to adequately resist earth pressures indicated on the drawings.
- B. Proceed with work in an orderly fashion. Install trench bracing systems as soon as possible after opening trenches. Do not allow workers in trench prior to installing trench bracing systems.
- C. Backfill trenches as soon as possible after completion of work.
- D. Stockpile excavated materials at three feet away from edge of trench.
- E. Maintain barricades and signage as required by state and local codes to protect open excavations.
- F. Do not allow surface water to enter excavations. Properly grade areas adjacent to trench excavations to control surface drainage away from excavations. Excavations which must remain open during periods of rainfall shall be covered with suitable material to prevent accumulations of water in excavation.
- G. If cut back method is employed, maintain a clear distance of three feet from edge of cut to avoid allowing loose material to enter trench.
- H. Do not operate heavy equipment except for trench digging equipment within 20 feet of edge of excavation.

END OF SECTION

SECTION 32 01 17.10 - REMOVING AND REPLACING ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes labor, materials, and equipment required to make cuts in existing asphalt paving, remove existing pavement, and replace pavement as specified herein and shown on Contract Drawings.
- B. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Division 03 Specification Sections apply to Work of this Section.
 - 3. Division 33 Specification Sections apply to Work of this Section.

1.2 REFERENCED STANDARDS

- A. TxDOT Item 300 – Asphalts, Oils, and Emulsions
- B. TxDOT Item 301 – Asphalt Antistripping Agents
- C. TxDOT Item 340 – Dense-Graded Hot-Mix Asphalt (Small Quantity)

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 “Submittal Procedures”.
- B. Job-Mix-Formula containing:
 - 1. Combined aggregate gradation, source, specific gravity, and percent of each material used.
 - 2. Asphalt binder content and aggregate gradation
 - 3. Target laboratory-molded density (or Ndesign level when using the SGC);
 - 4. Results of all applicable tests.
 - 5. Mixing and molding temperatures.
 - 6. Signature of person that performed the design.
 - 7. Date mixture design was performed.
 - 8. Unique identification number for the mixture design
- C. Material Test Reports.
- D. Qualification Data: Submit qualifications for product manufacturers.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Furnish uncontaminated materials of uniform quality to meet requirements of Contract Documents.
- B. Notify Engineer of all material sources and before changing any material source or formulation. Contractor shall verify specification requirements shown herein are met when Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. Engineer may sample and test project materials at any time during project to verify compliance with Contract Documents.

2.2 AGGREGATE

- A. Unless otherwise specified in Contract Drawings, use a Type D gradation for asphalt paving.
- B. Aggregate quality requirements, gradation, and VMA requirements shall meet all the requirements of TxDOT Item 340.
- C. Aggregate properties shall be tested in accordance with TxDOT Item 340, test reports shall be provided by Contractor to Engineer.

2.3 ASPHALT BINDER

- A. Unless otherwise specified in Contract Drawings, asphalt binder shall be Type B PG 70-22 or approved equal.
- B. Contractor may submit for engineer approval a substitute PG binder, if substitute PG binder and mixture made with substitute PG binder meet requirements of Section 2.8 of TxDOT Item 340.

2.4 TACK COAT

- A. Furnish RC-250 cut back asphalt, RS2h emulsified asphalt, or approved equal for tack coat binder per TxDOT Item 300. Specialized or preferred tack coat materials may be allowed or required when shown on Contract Drawings. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.
- B. Contractor to provide at least one sample of tack coat binder per Tex-500-C, Part III, and test to verify compliance with TxDOT Item 300.

2.5 CONCRETE

- A. Furnish a flowfill mixture composed of type III Portland cement, pea gravel and sand with a cement content of 2 sacks per cubic yard of flowfill.

PART 3 - EXECUTION

3.1 EXISTING PAVEMENT REMOVAL

- A. Wherever necessary to make cuts in existing asphalt pavement make cuts to cause the least amount of damage, to adjoining surfaces. In removing asphalt pavement, saw-cut surface along each side of trench ahead of trenching machine, width to be removed to be sufficient to allow a shoulder on each side of trench, as shown on Contract Drawings, and surfacing/base removed with trenching machine as trench is excavated. Tunneling/boring required under curb and gutter.

3.2 CONCRETE CAP

- A. After completion of the backfill in areas where an asphalt type of paving has been removed and after sufficient time has passed for ponding water to leach out of backfill material a 20-inch minimum concrete cap shall be placed to the widths and details as specified in the Contract Drawings.
- B. The 20-inch minimum concrete cap shall be placed in the trenched-out area and the surface of the concrete struck off to the bottom of the proposed HMAC pavement surface course.

Concrete shall be given a rough but even finish with a wood float. HMAC pavement surfacing may be applied 24 hours after completing the concrete placement.

3.3 ASPHALT PAVING

- A. Examination
 - 1. Proceed with paving only after unsatisfactory conditions are corrected.
 - 2. Surface shall be clean and free of loose dirt, rock. Or any other foreign matter.
- B. Weather Conditions
 - 1. Place mixture when the roadway surface temperature is at or above 60 degrees F unless otherwise approved. Place asphalt paving only when weather conditions and moisture conditions of the roadway surface are suitable as determined by Owner's Representative.
 - 2. Contractor shall not perform paving operations when the ambient temperature is 45 degrees F and falling.
- C. Tack Coat
 - 1. The existing surfacing shall be sawcut back 3-inches from the edge of the concrete cap prior to placing the tack coat.
 - 2. Verify surface is clean before placing tack coat. Place at a rate of 0.10-0.15 gallons of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed apply tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contract surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.
- D. Asphalt Placement
 - 1. Place asphalt mixture to meet the typical section requirements and widths shown in the Contract Drawings.
 - 2. As the material is placed it shall be thoroughly raked and leveled. After surfacing has been placed, roll with a suitable 8-ton, or larger flat wheel roller. Care shall be taken to replace the pavement to the proper cross-section and elevation. In general, the new surfacing, after initial rolling, shall be 1/4- to 3/8-inch above the old surfacing to allow for further compaction. If, after rolling, there are any high or low spots, such places shall be corrected by loosening the surface and then adding or removing the proper amount of asphalt paving and then recompacting the surface.

3.4 CLEANUP

- A. After completion, all debris resulting from construction shall be cleaned up and removed for the Site. Areas disturbed during construction, shall be raked as required and left in clean and neat condition. Gutters shall be cleaned of all dirt, aggregate, or other material which would clog gutter. Entire premises of work shall be left clean, satisfactory to Owner Representative, and all costs of cleanup borne by Contractor.

END OF SECTION

SECTION 32 11 50 - FLEXIBLE BASE COURSE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes excavating, crushing, hauling, and spreading base material then wetting, compacting, and shaping it to form a flexible base course to lines, grades, and typical cross section shown on Contract Drawings and specified herein.
- B. Contractor shall furnish all materials, equipment, tools, labor, superintendence, and incidentals necessary to complete Work.
- C. Related Requirements:
 - 1. Division 01 Specification Sections apply to the Work herein.
 - 2. Division 31 Specification Sections apply to the Work herein.
 - 3. Division 32 Specification Sections apply to the Work herein.

1.2 QUALITY CONTROL

- A. Engineer shall direct, required tests, and reserves, the right to adjust, modify, or waive required test. The following list is a guideline for number of tests required for a construction sequence:
 - 1. Base Material: Retest of gradation, liquid limits, and plasticity index, for each 10,000 square yard of base material laid.
 - 2. Triaxial Test: A minimum one test shall be required for each Project.
 - 3. Compaction Test: One field density test will be required for each 1,000 square yards of base material laid.

1.3 REFERENCES

- A. TxDOT Item 247 – Flexible Base.
- B. TxDOT DMS 11000 – Evaluating and Using Nonhazardous Recyclable Materials Guidelines.
- C. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- D. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 "Submittal Procedures."

PART 2 - PRODUCTS

2.1 AGGREGATE

- A. Furnish aggregate of the type and grade shown on the Contract Drawings and meeting the requirements of the following table. Each source must meet requirements for liquid limit, plasticity index, and wet ball mill for the grade specified as shown in the table below. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet requirements of table unless shown on Contract Drawings.

Property	Test Method	% Passing
Sieve size	ASTM C136	
2-1/2"		0
1-3/4"		100
7/8"		65-90
3/8"		50-70
#4		30-60
#40		15-35
Liquid Limit, % Max	ASTM D4318	30
Plasticity Index, Max	ASTM D4318	10
Plasticity Index, min		As shown on Contract Drawings
Wet ball mill, % Max	Tex-116-E	40
Wet ball mill, % Max increase passing the #40		20
Min compressive strength, psi	Tex-117-E	
Lateral pressure 0 psi		
Lateral pressure 3 psi		90
Lateral pressure 15 psi		175

- B. Material Tolerances
1. Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.
 2. When target grading is required by the Contract Drawings, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and large or 3 percentage points on sieves smaller than No. 4.
 3. Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.
- C. Furnish material type specified on Contract Drawings per Type E, Caliche.

2.2 WATER

- A. Furnish water free of industrial wastes and other objectionable matter.

2.3 MATERIAL SOURCES

- A. Exposed the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the Contract Drawings.
- B. Haul approved flexible base in clean trucks. Deliver the required quantity as necessary.
- C. No base material may be dumped on any subgrade until tested and approved by Engineer.

3.2 PREPARATION OF SUBGRADE OR EXISTING BASE

- A. Remove or scarify existing surfacing as shown on Contract Drawings. Shape subgrade or existing base to conform to the typical sections shown on the Contract Drawings.
- B. When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.
- C. Proof roll the base, before pulverizing or scarifying when shown on the Contract Drawings. Correct soft spots immediately.

3.3 PLACING

- A. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved by Engineer. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling. Correct or replace segregated areas as directed at no additional expense to the Owner.
- B. Place successive base courses and finish courses using the same construction methods required for the first course.
- C. Minimum thickness of any one compacted course shall be 3 inches. Maximum thickness of any one compacted course shall be 8 inches.

3.4 COMPACTION

- A. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the Contract Drawings or Engineer approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material.
- B. Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit.
- C. Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Owner.
- D. Before final acceptance, Engineer will select the locations of test and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2-inch thickness by scarifying, adding material as required, reshaping, recompact, and refinishing at the Contractor's Expense.
- E. Compact to at least 95 percent maximum dry density determined by ASTM D1557/AASHTO T-180, unless otherwise shown on Contract Drawings. Maintain moisture during compaction within ± 2 percent of optimum moisture content. Do not achieve density by drying material after compaction.

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- F. Prime finished base as soon after finishing as practical and protect until hot-mix asphaltic concrete surface is applied. In no case will prime be applied until finished base is approved by Engineer.

3.5 FINISHING

- A. Immediately correct all irregularities, depressions, or weak spots which develop during compaction, by scarifying affected areas, adding, or removing material as required, and reshaping and recompacting by sprinkling and rolling. Immediately prior to placing surfacing, check base for grade and cross section, and correct any deviation more than 1/4-inch from grade or true cross section. Contractor shall set blue tops set to finished base elevations, to check base for proper grade and elevation.
- B. If base course is opened to traffic before applying surfacing, base shall be satisfactorily maintained by wetting, blading, and rolling until wearing surface is placed thereon.
- C. Perform finish tolerance test at Contractor expense using a 10-foot rolling straight edge at direction of Engineer or Owner representative. When required, test shall consist of checking on path in each lane with rolling straight edge.

END OF SECTION

SECTION 33 05 07.13 – UTILITY DIRECTIONAL DRILLING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes PVC pipe, including standards for dimensionality, testing, quality, , safe handling, storage and installation of pipe by horizontal directional drilling (HDD), directional boring, or guided boring.
- B. Scope of Work:
 - 1. Contractor shall provide acceptable restrained joint PVC pipe and meet all testing and material properties as described herein for installation by HDD.
 - 2. Contractor responsible for all installation processes and procedures associated with installation by HDD per this specification.
- C. Related Requirements:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Division 03 Specification Sections apply to Work of this Section.
 - 3. Division 31 Specification Sections apply to Work of this Section.
 - 4. Section 33 14 13 “Public Water Utility Distribution Piping.”

1.2 REFERENCES

- A. Restrained joint PVC pipe installed by HDD method shall conform with:
 - 1. AWWA C900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. Through 60 in.
 - 2. AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
 - 3. AWWA C110 – Ductile Iron and Gray Iron Fittings
 - 4. AWWA C111 – Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
 - 5. AWWA M23 – PVC Pipe – Design and Installation
 - 6. ASTM D2774 – Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
 - 7. ASTM D2737 – Standard Specification for Polyethylene (PE) Plastic Tubing
 - 8. ASTM D2837 – Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products
 - 9. ASTM D3139 – Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
 - 10. ASTM A536 – Standard Specification for Ductile Iron Castings
 - 11. ASTM F477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
 - 12. NSF/ANSI 61 – Drinking Water System Components – Health Effects
 - 13. AASHTO – LRFD Bridge Design Construction Specifications
 - 14. Uni-Bell PVC Pipe Association – Handbook of PVC Pipe Design and Construction

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 “Submittal Procedures.”
- B. Product data required on pipe
 - 1. Pipe size.
 - 2. Pipe standard.

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3. Dimension ratios and pressure ratings.
 4. Lay length.
 5. Color.
 6. Recommended minimum bending radius.
 7. Recommended maximum safe pull force.
 8. Work plan and information required from Contractor/HDD Contractor, also supplied to pipe supplier, if requested:
 - a. Work plan includes for each HDD installation, any excavation locations and dimensions, interfering utilities, bore dimensions and locations including bend radii used, and traffic control schematics.
 - b. Project safety and contingency plan includes but not limited to drilling fluid containment and cleanup procedures, equipment and plan for compromised utility installations including electrical and power lines, water, wastewater and any other subsurface utility in the area.
 - c. HDD schedule identifying daily work hours and dates for each installation.
- C. Post-Construction Submittals. As-recorded data required from Contractor to Owner upon request:
1. Approved datalogger device reports.
 2. As-recorded Information:
 - a. As-recorded plan and profile reflects actual installed alignment and horizontal offset from baseline and depth of cover.
 - b. Reference and show all fittings, valves, or other appurtenances.
 - c. Daily project log and tracking log sheets, if used, are provided. Tracking log sheet data, if needed, includes all that apply including inclination, depth, azimuth, and hydraulic pull-back and rotational force measured.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable code for piping and component requirements.
- B. All applicable TCEQ regulations shall be strictly adhered to.

1.5 CERTIFICATION

- A. Certifications properly executed by manufacturer shall be furnished to Engineer showing compliance to specification requirements and standards sighted herein. Test data from tests performed shall be provided as requested by Engineer.

1.6 INSPECTION

- A. Engineer and representatives shall have access to all phases of work. Manufacturer and Contractor shall provide proper facilities for access and inspection. Material, fabricated parts, and pipes discovered defective, or do not conform to Specification requirements, will be subject to rejection at any time prior to final acceptance of pipe.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Products shall be per Section 33 14 13 "Public Water Utility Distribution Piping."

2.2 DRILLING SYSTEM EQUIPMENT

- A. Directional drilling equipment, at minimum, consists of directional drilling rig of sufficient capacity to perform bore(s) and pull-back of pipe(s), drilling fluid mixing and delivery system of sufficient capacity to successfully complete crossing, guidance system to accurately guide boring operations, and trained and competent personnel to operate system. All equipment shall be in good, safe, operating condition with sufficient supplies, materials, and spare parts on hand to maintain system in good working order for Project duration. All required equipment included in emergency and contingency plan as submitted per specifications.
- B. Drilling Rig
 - 1. Directional drilling machine consists of a hydraulic powered system to rotate, push, and pull drill pipe while delivering pressurized fluid mixture to drill head. Machine anchored to withstand pulling, pushing, and rotating forces required to complete Project.
 - 2. Drilling rig hydraulic system shall be of sufficient pressure and volume to power drilling operations. Hydraulic system shall be free from leaks.
 - 3. Drilling rig has system to monitor pull-back hydraulic pressure during pull-back operations.
- C. Drill Head
 - 1. HDD equipment produces stable fluid-lined tunnel with steer-able drill head and any subsequent pre-reaming heads.
 - 2. System must control depth and direction of drilling operation.
 - 3. Drill head contains all necessary cutters and fluid jets for operation, and appropriate design for ground medium drilled.
- D. Drilling Fluid System
 - 1. Drilling Fluid (Drilling Mud)
 - a. Drilling fluid composed of clean water and appropriate additive(s) for fluid to used. Water to be from clean source and meet mixing requirements of mixture manufacturer(s).
 - b. Mix water and additives thoroughly to assure absence of clumps or clods. No hazardous additives may be used.
 - c. Maintain drilling fluid at viscosity sufficient to suspend cuttings and maintain integrity of bore wall(s).
 - d. Dispose drilling fluid off-site per local, state, and federal requirements and/or permit conditions.
 - e. No additional chemicals or polymer surfactants allowed to add to drilling fluid unless submitted per specification.
 - 2. Mixing System
 - a. Drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid for Project.
 - b. Mixing system shall ensure thorough mixing of drilling fluid. Drilling fluid reservoir tank sized for adequate fluid storage.
 - c. Mixing system continually agitates drilling fluid during drilling operations.
 - 3. Drilling Fluid Delivery and Recovery System
 - a. Drilling fluid pumping system has minimum capacity to supply drilling fluid per drilling equipment pull-back rating at constant required pressure.
 - b. Delivery system has filters or other appropriate in-line equipment to prevent solids from pumping into drill pipe.

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- c. Contain used and spilled drilling fluid during drilling operations and properly dispose. Maintain spill containment measures around drill rigs, drilling fluid mixing system, entry and exit pits, and drilling fluid recycling system (if used) to prevent spills into surrounding environment. Place pumps, vacuum truck(s), and/or storage of sufficient size to contain excess drilling fluid.
 - d. Use a closed-loop drilling fluid and drilling fluid cleaning system to whatever extent practical, depending upon project size and conditions. Do not reuse drilling fluid that escaped containment in drilling system.
 - E. Drilling Control System
 - 1. Calibrating electronic detection and control system verified before start of bore.
 - 2. Drilling head shall be remotely steerable by electronic or magnetic detection system. Drilling head location monitored in three dimensions:
 - a. Offset from baseline,
 - b. Distance along baseline, and
 - c. Depth of cover.
 - 3. Point of head rotation also monitored.
 - 4. For gravity application and on-grade drilling, use sonde/beacon or approved equipment applicable for grade increments of 1/10 of 1 percent.

2.3 PIPE PULL HEADS

- A. Utilize pipe pull heads that always employ positive through-bolt design assuring smooth wall against pipe cross-section .
- B. Pipe pull heads specifically designed for use with fusible PVC pipe as recommended by pipe supplier.

2.4 PIPE ROLLERS

- A. Pipe rollers, if required, shall be of sufficient size to fully support pipe weight during handling and pullback operations.
- B. Use enough rollers and spacing, per pipe supplier guidelines to assure adequate support and excessive sagging of product pipe.

PART 3 - EXECUTION

3.1 MEASUREMENT AND PAYMENT

- A. Potable Water Mains
 - 1. Measurement provided by Contractor and verified by Owner representative.
 - 2. Payment for installation of potable water main will be on a linear foot basis. All items necessary to completely install pipe are included in this unit price.

3.2 GENERAL

- A. All pipe and accessories for work specified herein shall be unloaded, handled, laid, jointed, tested for defects and for leakage in the manner herein specified.
- B. Coordinate delivery storage, and delivery schedule with Owner representative.
- C. Pipe Bending and Joint Angular Deflection shall meet requirements of AWWA C605 and manufacture specifications. The more stringent shall apply to Project.
- D. Make connections between new work and existing work, where required, using proper

transition sleeves and fittings to suit actual conditions. Additional bends may also be necessary to provide minimum pipe separations as required by TCEQ. Provide these fittings, special sleeves, and bends after verification from Engineer. When necessary to interrupt service to existing facilities to make connection to an existing line, make connections as designated by Owner at no additional cost to Owner.

- E. Contractor is responsible for all material he furnishes and shall replace, at own expense, all material found defective in manufacture or became damaged in handling after delivery.
- F. Storage, Handling Pipe, and Accessories
 - 1. Unload all pipe, fittings, and other accessories shall, unless otherwise directed at point of delivery. Haul to and distribute at site of work. In loading and unloading, lift by hoists/slid or roll on skidways to avoid shock or damage to materials. DO NOT drop. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
 - 2. Place pipe, fittings, and accessories along site to keep as free as possible from dirt, sand, mud, and other foreign matter.
 - 3. When prolonged exposure to direct sunlight is anticipated, cover PVC pipe and accessories with opaque material while still permitting adequate air circulation above and around the pipe.

3.3 DRILLING OPERATIONS

- A. General
 - 1. Bore path and alignment as indicated in Contract Documents. Bore path may be modified based on field and equipment conditions. Entry and exit locations and control-point elevations maintained as indicated in Contract Documents.
 - 2. Bend radii shown in Contract Documents are minimum allowable radii and not reduce.
- B. Location and Protection of Underground Utilities
 - 1. Correct location of all underground utilities that impact HDD installation, is Contractor responsibility, regardless of locations shown on Contract Drawings or previous surveys completed.
 - 2. Contact utility location and notification services before construction.
 - 3. Positively identify all existing lines and underground utilities including exposing facilities located within envelope of possible impact of HDD installation as determined for Project-specific site conditions. Contractor and HDD system operator hold responsibility to determine this envelope of safe offset from existing utilities. This includes but not limited to soil conditions and layering, utility proximity and material, HDD system and equipment, and foreign subsurface material.
- C. Site Location Preparation
 - 1. Grade of fill Work site, as indicated on Contract Drawings, to provide level working area. No alterations beyond required for operations are to be made.
 - 2. Confine all activities to designated work areas.
- D. Drilling Layout and Tolerances
 - 1. Accurately survey drill path with entry and exit areas placed in appropriate locations where indicated on Contract Drawings. If using magnetic guidance system, survey drill path for any surface geomagnetic variations or anomalies.
 - 2. Instrumentation provided and maintained all times to accurately locate pilot hole, measure drill-string axial and torsional loads, and measure drilling fluid discharge rate and pressure.
 - 3. Drill entry and exit areas, not to exceed bending limitations of pipe as recommended by pipe supplier.

E. Pilot Hole Bore

1. Drill pilot hole along bore path. If pilot bore does deviate from bore path, pull back and re-drill from location along bore path before deviation.
2. Limit curvature in any direction to reduce force on pipe during pull back. Minimum radius of curvature shall be no less than specified by pipe supplier and indicated on Contract Drawings.

F. Reaming

1. After successfully completing pilot hole, ream bore hole to diameter meeting requirements of pipe installed:

Nominal Pipe Diameter	Bore Hole Diameter
<8 inches	Pipe Diameter +4 inches
8 to 24 inches	Pipe Diameter x 1.5
>24 inches	Pipe Diameter +12 inches

2. Use multiple reaming passes at Contractor discretion and conform to specification.
3. In the event of drilling fluid fracture, returns loss, or other loss of drilling fluid, restore any damaged property to original condition and clean area near damage/loss.

3.4 PIPE PULL-BACK AND INSERTION

- A. Cartridge load and assemble pipe before insertion.
- B. Handle pipe to not over-stress pipe before insertion. Limit vertical and horizontal curves so pipe does not bend past pipe supplier minimum allowable bend radius, buckle, or otherwise become damaged. Remove and replace damaged pipe portions.
- C. Grade pipe entry area as needed to provide support for pipe and allow free movement into bore hole.
 1. Guide pipe into bore hole to avoid deformation of, or damage to, pipe.
 2. Continuously or partially support PVC pipe on rollers or other Owner- and Engineer-approved friction decreasing implement during insertion, as long as pipe not overstressed or critically abraded before or during installation.
 3. Use a swivel between reaming head and PVC pipe to minimize torsion stress on pipe assembly.
- D. Buoyancy modification is at Contractor sole discretion and not exceed pipe supplier guidelines regarding maximum pull force or minimum bend radius of pipe. Damage caused by buoyancy modifications is Contractor responsibility.
- E. Once pull-back operations commence, continue operation without interruption until pipe is completely pulled through bore hole.
- F. Install pipe not causing upheaval, settlement, cracking, or movement and distortion of surface features. Contractor corrects damages caused by his operations.

3.5 POTABLE WATER MAIN FITTING INSTALLATION

- A. Install fittings per Section 33 14 13 "Public Water Utility Distribution Piping."

3.6 VALVE, TAPPING VALVE, TAPPING SLEEVE, FIRE HYDRANT, AND PIPE REPAIR INSTALLATION

- A. Install per Section 33 14 13 "Public Water Utility Distribution Piping."

3.7 SERVICE CONNECTION INSTALLATION

- A. Install per Section 33 14 13 “Public Water Utility Distribution Piping.”

3.8 HYDROSTATIC TESTING

- A. Perform per Section 33 14 13 “Public Water Utility Distribution Piping.”

3.9 DISINFECTION

- A. Perform per Section 33 14 13 “Public Water Utility Distribution Piping.”

3.10 CLEAN UP

- A. After construction work is completed, remove all rubbish, excess materials from excavations, and other debris from site of work. Properly dispose all drilling fluid per specifications and all applicable jurisdictional laws. Replace/repair all affected items (surfacing, landscaping, etc.) to equal or better condition than preconstruction conditions. Cost of cleanup shall be included in bid prices for various units of work.
- B. Verify all utilities, structures, and surface features in Project area are sound.

END OF SECTION

SECTION 33 05 07 – TRENCHLESS INSTALLATION OF UTILITY PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes all jacking/boring/tunneling required to install casings or tunnels under highways, streets, or other pipelines. Work shall include excavation and shoring bore pits, removal and disposal of excess materials, and any necessary dewatering. Contractor furnishes all materials, equipment, tools, labor, superintendence, and incidentals, including necessary field welding, to install casings or tunnel liner and accessories as indicated on Contract Drawings and specified herein.
- B. Scope of Work:
 - 1. Contractor installs casing pipe or tunnel liner at locations and to lines and grades indicated on Drawings. Casings or tunnel liner shall be sizes indicated on Drawings at minimum, and installed using jacking, boring, or tunneling methods. Contractor holds responsibility, by own geotechnical investigation, to determine if casing or tunnel liner thickness should be increased to prevent bending or excessive deflection as installed.
 - 2. Contractor is responsible for cost of removing, redirecting, modifying, or reinstalling any casing pipe or tunnel liner, including relaying or rerouting carrier pipe, from Contractor not verifying soil conditions at each location. Contractor may refer to geotechnical study, if any; however, it remains Contractor responsibility to determine if additional thickness, beyond specified, is necessary to effectively complete casing or tunnel liner installation. Contractor determines casing thickness based upon intended boring and jacking loads imposed upon casing pipe during installation. Contractor holds responsibility to determine if additional thickness beyond specified is needed to carry overburden pressure on casing or tunnel liner. Contractor installs carrier pipes sizes indicated on Contract Drawings, within casings or tunnel liner, and required casing insulators, end seals, pipe supports, skids, and other incidental features required to complete Work described.
 - 3. Contractor solely responsible for determining soil conditions where casings or tunnel liner are installed and makes such other investigations to obtain information as necessary. Methods and equipment selected by Contractor for construction are to be compatible with soil conditions encountered. Costs of such investigations included in Contractor cost for performing Work.
 - 4. All OSHA regulations and requirements of specific private and governmental agencies under whose facilities casings and pipe are to be installed, apply to these operations.
 - 5. Contractor responsible for protecting facilities, where casings or tunnel liner and pipe installed, for providing protection at excavations and carrying out trench safety procedures per all OSHA regulations required because of these operations.
- C. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Division 33 Specification Sections apply to Work of this Section.

1.2 REFERENCES

- A. Trenchless installation of utility piping shall conform to the following standards:
 - 1. AWWA C206 – Field Welding of Steel Water Pipe
 - 2. AWWA C210 – Liquid Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines

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3. AASHTO – LRFD Bridge Construction Specifications
 4. ASTM A135 -Standard Specification for Electric-Resistance-Welded Steel Pipe
 5. ASTM A139 – Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe
 6. ASTM A568/A568M – Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for
 7. API 1104 – Welding of Pipelines and Related Facilities
 8. NFPA 70 – National Electrical Code

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 “Submittal Procedures.”
- B. Contractor submits for review, complete Working Drawings showing details of proposed method of construction and sequence of operations performed during construction. Plan shows method of jacking, boring, or tunneling, muck removal and disposal, type and method of installation of primary casing, access pit size and construction shoring and bracing, and dewatering methods proposed. Working Drawings sufficiently detailed to allow Engineer to judge whether proposed materials and procedures will meet Contract requirements.
- C. Contractor's submittal includes design criteria used and certification that structural design of casing meets design criteria. Casing or tunnel liner shall, at minimum, be able to carry H-20 (and/or E-80) load distributions as specified, as well as jacking or other dead loads, and include appropriate design factor of safety.
- D. Submit for review a brief description of quality control methods including:
 1. Method and frequency of survey control.
 2. Example of tunnel daily log.
 3. Instrumentation plan showing location and frequency of monitoring relative to critical structures within zone of active excavation.
 4. Settlement survey plan.
- E. When Contractor conducts geotechnical investigations, submit results to Engineer for Owner's Project record documentation.
- F. Submit settlement monitoring plan for review before construction. Plan to identify location of potential settlement points, remedial measures to offset or correct settlement, reference benchmarks, survey frequency and procedures, and reporting formats.
- G. Submit pre- and post-construction assessment reports for critical structures and existing utilities; namely, those located within zone of active excavation from proposed casing or tunnel centerline. Include in assessment reports, photos or video of existing damage to structures or utilities near pipeline alignment.
- H. Submit readings of all monitoring to Engineer as part of Project documentation.
- I. Contractor maintains shift log and makes available to Owner's representative on request. Shift log shall contain daily rate of advance.
- J. Contractor provides engineered shoring system at all bore pit and exit pit locations. Prepare excavation shoring system(s) following these criteria:
 1. Provide drawings and calculations for shoring system used, prepared and signed by professional engineer licensed in Texas, experienced in design of shoring systems.
 2. Perform shoring design per soil characteristics and design recommendations contained in written geotechnical report issued and signed by geotechnical engineer, hired by Contractor for this purpose. Geotechnical engineer to be licensed in Texas.
 3. Contractor provides data on proposed type and size of jacking, boring, or tunneling equipment proposed for use on Project, including guidance systems, method of grade, and alignment control for adjustments.

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- K. Shop Drawings include equipment pit locations including dimensions, shoring, bracing, traffic protection, dewatering system, ventilation system, and provisions for worker safety, per OSHA requirements.
 - L. Method of construction shall ensure safety of Work, Contractor employees, public, and adjacent public or private property. Requirements apply for each crossing location since conditions vary for each location. Contractor's method of construction shall consider but not limited to existing soil conditions, adjacent structures, working area, and traffic control.
 - M. Submit all products proposed for use in accordance with Part 2 of this specification.

1.4 QUALITY ASSURANCE

- A. Installation shall be by a competent, experienced contractor/subcontractor. Installation contractor shall have a satisfactory experience record at least two years engaged in similar work of equal scope.
- B. Lateral or vertical variation in final position of pipe casing from line and grade established by Engineer permitted only to the extent of 1-inch in 10 feet, if variation shall be regular and only in the direction that will not detrimentally affect function of carrier pipe.

PART 2 - PRODUCTS

2.1 STEEL CASING

- A. Casing pipe shall be new ASTM A139 Grade B steel casing excluding hydrostatic test requirements.
- B. Casing shall be coated inside and out using a coal tar epoxy or bituminous coating by hot dip method.
- C. Casing diameters and thicknesses as shown in Contract Drawings.
- D. Bevel casing pipe ends for welding. Beveled edge located on weld side of pipe.

2.2 CASING SPACERS

- A. Casing spacers shall be new, stainless steel banded with polymer runners as manufactured by CCI, APS or approved equal.
 - 1. For 4- to 36-inch carrier pipe, 8-inch-width spacers shall be utilized.
 - 2. For 36- to 120-inch carrier pipe, 12-inch-width spacers shall be utilized.

2.3 CASING END SEALS

- A. Casing end seals shall be new, EPDM or neoprene rubber with stainless steel banding as manufactured by CCI, APS or approved equal.

2.4 PRESSURE GROUT

- A. Cement Mortar shall consist of one-part cement to two-parts clean sand with sufficient water to make a thick workable mix.
- B. Pressure Grout Mix shall be comprised of 1 cubic foot of cement and 3.5 cubic foot of clean fine sand with sufficient water added to provide a free-flowing thick slurry. If desired to maintain solids in the mixture in suspension, 1 cubic foot of commercial grade bentonite may be added to each 12-15 cubic feet of the slurry.

PART 3 - EXECUTION

3.1 JOB CONDITIONS; PERMITS AND EASEMENT REQUIREMENTS

- A. Where work is in the public right-of-way or railroad company right-of-way, secure appropriate permits or easements, unless provided. Observe regulations and instructions of right-of-way owner as to methods of performing work and take precautions for safety of the property and the public. Negotiate and coordinate with right-of-way Owner not less than 5 days before time of his intentions to begin work on the right-of-way.
- B. Comply with requirements of permit/easement. If required by right-of-way Owner, obtain Protective Liability Insurance in the amount required by company or other insurance as is specified in permit at no additional cost to Owner. Acquire a permit, agreement, or work order from the right-of-way Owner as required.
- C. Construction along roads and railroads shall always be performed so excavated material be kept off roads and railroads, as well as all operating requirements. Construction shall not interfere with operations of roads and railroads.
- D. Provide barricades, warning signs, and flagmen when necessary and specified.
- E. No blasting allowed. Protect existing pipelines. Verify location and elevation of any pipelines before proceeding with construction and plan construction as to avoid damage to any existing pipelines. Verification of location of existing utilities is Contractor's complete responsibility.

3.2 CONSTRUCTION PROCEDURES

- A. Jacking, boring, or tunneling shall be to limits, lines, and grades shown on Contract Drawings and in approved submittal and utilize methods including due regard for safety of workmen, adjacent structures, utilities, and public. Methods of construction, (boring, jacking, tunneling), at Contractor option subject to approval of Engineer and governing agencies.
- B. Furnish all necessary equipment for construction, provide adequate lights, ventilation, signal systems, fire extinguisher, safety equipment, and other equipment required, and maintain such equipment in good repair. Locate equipment powered by combustible fuels at suitable distances from shafts and protect to prevent possibility of explosion and fire in shafts and casing.
- C. Be advised of proximity of buildings, structures, roads, and utilities to Work as shown on Contract Drawings. Execute excavating, lining, grouting, and construction of casing or tunnel so ground settlement minimized. Precautions include construction methods and equipment to minimize loss of earth materials at casing or tunnel face and settlement of earth around the casing. Completed casing or tunnel has full bearing against earth and no voids or pockets left in any portion of Work.

3.3 EXCAVATION AND BACKFILL OF ACCESS PITS

- A. Do not allow excavation over the limits of the bore as specified. Trench walls of access pits adjacent to the bore face shall be truly vertical. Shore trench walls as necessary to protect workmen, public structures, roadways, and other improvements.
- B. Backfill and consolidate excavations within right-of-way and not under surfacing by tamping in 6-inch horizontal layers to 95-percent maximum density as measured by ASTM DD1557, ± 2 -percent optimum moisture content. Remove surplus material from right-of-way and finish excavation to original grades. Backfill pits immediately after installation of carrier pipe is complete. If carrier pipe not installed immediately after casing pipe installation, right-of-way owner may require access pits be temporally backfilled until installation of carrier pipe.

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- C. Where seeding or sodding is disturbed by excavation or backfilling operations, replace by seeding or sodding as specified.
 - D. Dispose excess material in Owner-approved manner with no additional costs to Owner.

3.4 HANDLING CASING PIPE

- A. Unload all casing pipe delivered to job site at point of delivery. Haul materials to site of Work and distribute materials, unless otherwise specified. In loading and unloading, lift casing pipe by hoists with slings, slid, or roll on skidways to avoid shock or damage. DO NOT drop materials. Do not skid or roll casing pipe handled on skidways against casing pipe already on the ground. Handle material to avoid damage.
- B. Contractor repairs any damage caused to material at own expense.

3.5 CASING PIPE CUTTING

- A. Perform casing pipe cutting, where indicated on Contract Drawings or approved/authorized by Engineer, without damaging casing pipe. Cut by approved mechanical cutter. Use wheel cutters where practicable.

3.6 WELDING PROCEDURES FOR CASING PIPE

- A. Procedures for welding casing pipe joints established per requirements of American Water Works Association, AWWA Standard C206, latest edition, Section 4.4 – Qualification of Welding Procedures, Welders, and Welding Operators.
 - 1. Qualifications of Welders: All casing pipe welding on this Project performed by welders qualified per requirements of AWWA Standard C206, latest edition, Section 4.4 - Qualifications of Welding Procedures, Welders, and Welding Operators.
 - 2. Welding Casing Pipe: All design and preparation of casing pipe joints and production welding of casing pipe joints, to meet requirements of AWWA Standard C206, latest edition, Section 4.6 – Welding Procedure Details.
 - 3. Inspection and Testing Welds: Engineer inspects and tests all production welds. Contractor holds responsibility of notifying Engineer sufficiently in advance of performing any welding work for Engineer to prepare for inspection and testing. Contractor provides Engineer's inspector with free access to Work inspected, and inspector with reasonable facilities and space for inspecting, testing, and obtaining information relative to materials used and progress and condition of Work. Inspecting and testing welds performed per AWWA Standard C206, latest edition, Sections 5.1 – Inspection, and 5.2 - Testing.
- B. Engineer's inspection of Work shall not relieve Contractor of responsibility for quality of all welding performed or for performing Work as specified.
 - 1. Acceptance Standards: Engineer accepts/rejects any production weld per criteria of AWWA Standard C206, latest edition, Sections 5.1 – Inspection, and 5.2 - Testing.
 - 2. Defective Welds: Repair or remove any welds determined defective, per requirements of AWWA Standard C206, latest edition, Section 4.7 – Repair of Welds.

3.7 GROUTING

- A. Furnish and operate suitable equipment for all grouting operations along entire length of casing or tunnel on exterior side, to fill voids created during installation.

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- B. Fill all excavation outside casing or tunnel with pressure-applied grout or other approved fill unless otherwise directed by Engineer. Use care in grouting operations to prevent damage to adjacent utilities, street pavement, or other properties. Pressure used in grouting not great enough to distort or imperil any portion of Work.
 - C. Completely fill all voids outside limits of casing or tunnel excavation created by caving or collapse of earth, cover over excavation or other cause, with grout. As part of boring, jacking, or tunneling submittal, submit detail drawings showing number, size, and location of all grouting ports in casing pipe or tunnel liner used after installation to fill any potential voids. Seal all grouting ports by screwed steel plugs, tack weld, or other means after completing grouting procedures. All plugs fit flush inside casing or tunnel. Include grouting procedure intended to use in submittal. If tunneling method utilized, grout annulus between tunnel liner and earth at end of every 8-hour shift, or six feet of liner installed. No more than six feet of liner may be left ungrouted.
 - D. All grouting to eliminate external voids outside casing or tunnel limits, at Contractor expense, with cost included in Contractor unit bid price.

3.8 INSTALLING CASING BY JACKING

- A. Completed casing must be free of dents, bends, weld protrusions, or other obstructions to allow smooth sliding of carrier pipe through casing. Final position of casing shall not vary from line and grade shown on plans or established by Engineer, by more than 1-inch in 10 feet.

3.9 INSTALLING CASING BY BORING

- A. Installing casing and excavating and removing material within casing, to proceed simultaneously. Completed casing must be free of dents, bends, weld protrusions, or other obstructions to allow smooth sliding of carrier pipe through casing. Final position of casing shall not vary from line and grade shown on plans or established by Engineer, by more than 1-inch in 10 feet.

3.10 TUNNELING EQUIPMENT

- A. Select tunneling equipment which, based on experience, proves satisfactory for excavating soils encountered.
- B. Employ tunneling equipment able to handle various anticipated ground conditions, minimizes loss of soil ahead of face, and allows satisfactory support of excavated face.
- C. Air Quality: Provide equipment to maintain proper air quality of tunnel operations during construction per OSHA requirements to include but not limited to air monitoring device inside while workers are present and forced air from clean source.
- D. Enclose lighting fixtures in watertight enclosures with suitable guards. Provide separate circuits for lighting and other equipment. Electrical systems conform to requirements of NFPA 70.

3.11 TUNNELING DATA

- A. Maintain shift logs of construction events and observations. Owner to have access to Contractor logs regarding:
 - 1. Location of face by station and progress of tunnel drive during shift.
 - 2. Hours worked per shift on tunneling operations.
 - 3. Completed field forms for checking line and grade of tunneling operation, showing achieved tolerance relative to design alignment.

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4. Location, elevation, and brief soil descriptions of soil strata and strata boundaries.
 5. Observation of any lost ground or other ground movement.
 6. Any unusual conditions or events.
 7. Reasons for operational shutdown if drive is halted.
 8. Time of grouting and pressure for grouting.
 9. Advance rate per day.
- B. Clearly mark primary liner with paint every 20 feet along tunnel with distance in feet from entrance shaft.

3.12 CONTROL OF TUNNEL LINE AND GRADE

- A. Construction Control:
1. Establish lines and grade for installation, check lines and grade at beginning of Work, and report any errors or discrepancies to Engineer.
 2. Use lines and grades established and maintain construction control points, reference lines, and grades for locating tunnel.
 3. Establish control points sufficiently far from face, not affecting tunneling operations.
- B. Line and Grade:
1. Maintain sufficient means to check alignment and grade continuously.
 2. Check survey control for tunneling against an aboveground undisturbed reference at least once each day and once for each 20 feet of tunnel constructed.
 3. When excavation is offline, or grade, make alignment corrections.
 4. Construct primary liner to such tolerances to permit pipeline installation completed to elevations specified.
- C. Earth Movement: Contractor responsible for damages due to settlement from any construction-induced activity or occurrence.
1. Survey crown, invert, and springline on each side of primary liner at 20-foot intervals, minimum once per day, or more frequently if line and grade tolerances are exceeded, to ensure alignment is within tolerances specified. Conduct survey immediately behind tunnel excavation to allow immediate misalignment correction.
 2. If settlement of ground surface occurs during construction of tunnel affecting accuracy of temporary benchmarks, detect and report such movement. Temporary monumentation benchmark locations are indicated on Contract Drawings and use to verify temporary benchmark accuracy. Upon completion, submit field books pertaining to monitoring temporary monumentation benchmarks to Engineer.

3.13 MONITORING

- A. Surface Settlement Monitoring:
1. Establish monitoring points on all critical structures.
 2. Record location of settlement monitoring points with respect to construction baselines and elevations. Record elevations to 0.01-foot accuracy for each monitoring point location. Establish monitoring points at locations and by methods to protect from damage by construction operations, tampering, or other external influences.
 3. Record ground surface elevations on centerline ahead of tunneling operations at minimum 10-foot intervals. Clearly mark settlement monitoring points by studs or paint for ease of locating.
 4. Utilities and Pipelines: Monitor ground settlement directly above and 10 feet before and after utility or pipeline intersection.

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- B. Reading Frequency and Reporting: Contractor submits records of readings from survey points to Engineer.
 - 1. Take surface settlement monitoring readings:
 - a. Before zone of active excavation reaching that point.
 - b. When tunnel face reaches monitoring point (in Plan); and
 - c. When zone of active excavation passes, and no further movement detected.
 - 2. Promptly submit all monitoring readings to Owner representative.
 - 3. Immediately report to Engineer any movement, cracking, or settlement detected.
 - 4. Following substantial completion but before final completion, make a final survey of all monitoring points.

3.14 INSTALLATION OF CARRIER PIPE IN CASING PIPE OR TUNNEL

- A. General:
 - 1. After Engineer installs and accepts casing or tunnel liner, push carrier pipe through by exerting pressure on pipe barrel so pipe joints are always in compression.
 - 2. Take care while installing carrier pipe in casing or tunnel to ensure carrier pipe is not damaged. Repair any damage to carrier pipe before installing carrier pipe. Fully restrain all pipe before installation into casing.
 - 3. Install carrier pipe in casing or tunnel per recommendations of pipe manufacturer and specified herein. During entire installation, center carrier pipe in casing or tunnel.
- B. Casing Spacers:
 - 1. Firmly attach casing spacers per manufacturer recommendations before installing carrier pipe in casing. Place spacers for a maximum of 12 inches from each side of each pipe joint, no more than maximum 8-foot spacing between spacers, and one full spacer is within 6 inches of each casing end.
 - 2. Prepare casing or tunnel bottom to ease installation of carrier pipe by lubricating 50 percent with soap compound or other methods approved by Engineer.
- C. After carrier pipe installed, Contractor performs continuity test to demonstrate carrier pipe is isolated from casing or tunnel liner.

END OF SECTION

SECTION 33 14 13 - PUBLIC WATER UTILITY DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Constructing all piping and pipe accessories required for Project. Contractor furnishes all materials, equipment, tools, labor, superintendence, and incidentals required for complete construction of the work as shown on Contract Drawings and specified herein.
 - 2. All materials used in potable water main construction shall be new, and size, type, and class as shown on Contract Drawings and specified herein for various items of construction.
- B. Scope of Work:
 - 1. Trench Safety Systems work includes but not limited to trench and excavation safety systems by cut-back or braced-excavation method for all trenches 5 feet and deeper whether indicated on Drawings or required by actual field conditions. Protect trenches exceeding or not exceeding 5 feet in depth as required by OSHA, state, and local standards and as specified in Section 31 41 10 "Trench Safety Systems."
 - 2. Contractor responsible for complying with all applicable State of Texas safety standards and applicable OSHA regulations concerning trench excavation, general excavation, and construction safety.
 - 3. Contractor responsible for implementing a trench shoring system where trench depth exceeds 5 feet.
- C. Related Sections:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Division 03 Specification Sections apply to Work of this Section.
 - 3. Division 31 Specification Sections apply to Work of this Section.
 - 4. Division 33 Specification Sections apply to Work of this Section.

1.2 REFERENCES

- A. Potable water process piping and associated components shall conform to:
 - 1. AWWA B300 – Hypochlorites
 - 2. AWWA B301 – Liquid Chlorine
 - 3. AWWA C900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 60 in.
 - 4. AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
 - 5. AWWA C110 – Ductile Iron and Gray Iron Fittings
 - 6. AWWA C111 – Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
 - 7. AWWA C153 – Ductile Iron Compact Fittings
 - 8. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
 - 9. AWWA M23 – PVC Pipe – Design and Installation
 - 10. AWWA C502 – Dry-Barrel Fire Hydrants
 - 11. AWWA C509 – Resilient-Seated Gate Valves for Water Supply Service
 - 12. AWWA C515 – Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
 - 13. AWWA C651 – Disinfecting Water Mains
 - 14. AWWA C655 – Field Dechlorination
 - 15. AWWA C800 – Underground Service Line Valves and Fittings

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16. AWWA C904 - Cross-Linked Polyethylene (PEX) Pressure Pipe, 1/2 in. through 3 in., for Water Service
 17. ASTM D2774 – Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
 18. ASTM D2737 – Standard Specification for Polyethylene (PE) Plastic Tubing
 19. ASTM D2837 – Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products
 20. ASTM D3139 – Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
 21. ASTM A536 – Standard Specification for Ductile Iron Castings
 22. ASTM F477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
 23. NSF/ANSI 61 – Drinking Water System Components – Health Effects
 24. AASHTO – LRFD Bridge Design Construction Specifications
 25. Uni-Bell PVC Pipe Association – Handbook of PVC Pipe Design and Construction

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 “Submittal Procedures.”
- B. Submit manufacturer data on all pipe, fittings, specials, service tape, valves, meters, and other materials specified herein to use on Project. Include pipe thickness class calculations, special coatings, lining information, and special embedment requirements differing from that indicated in Contract Documents.
- C. Laboratory analysis for rock embedment including sieve analysis, fracture faces, abrasion tests and soundness tests.
- D. Trench Safety Program.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable code for piping and component requirements.
- B. All applicable TCEQ regulations shall be strictly adhered to.

1.5 TRENCH SAFETY

- A. Comply with all federal, state, and local trench safety requirements and trench and excavation safety.

1.6 CERTIFICATION

- A. Certifications properly executed by manufacturer shall be furnished to Engineer showing compliance to specification requirements and standards sighted herein. Test data from tests performed shall be provided as requested by Engineer.

1.7 INSPECTION

- A. Engineer and representatives shall have access to all phases of work. Manufacturer and Contractor shall provide proper facilities for access and inspection. Material, fabricated parts, and pipes discovered defective, or do not conform to Specification requirements, will be subject to rejection any time before final acceptance of pipe.

1.8 SCHEDULE OF PIPE

- A. Only pipe considered for use on Project are those specified herein. Only use each specified type of pipe on those pipelines designated.

Size and Use	Type and Class
12-inch Water Main	PVC, C900 DR 18
12-inch Water Main	Restrained Joint PVC, C900 DR 18
6-inch Water Main	PVC, C900 DR18

PART 2 - PRODUCTS

2.1 GENERAL

- A. Select pipe to install on a particular water main, if that type of pipe is specified herein for use on that water main. All pipe of like size and use, however, shall be same type and class. Only use approved pipe in construction of all pipelines and piping.
- B. All pipe and fittings used in Project shall comply with all applicable NSF/ANSI 61 requirements.
- C.

2.2 POTABLE WATER PVC PRESSURE PIPE

- A. 4- to 24-inch AWWA C900 PVC Pipe, DR 18, shall:
- meet AWWA C900 requirements. Elastomeric gasket shall meet requirements of ASTM F477, solid wall, virgin PVC resin, cell class 12454 per ASTM D1784, blue in color, 20-foot lay length.
 - qualify minimum 4,000-psi HDB per ASTM D2837. Bell section shall be designed at least as hydrostatically strong as pipe. Joint shall comply with ASTM D3139 requirements.
 - be marked with AWWA standards including size, dimension ratio, pressure class, manufacture name and code, and seal of testing agency that verified suitability of pipe material for potable water service.
 - be pressure tested four times rated pressure for minimum five seconds for each length of pipe (standard and random), including integral bell. Pipe shall meet all additional test requirements as defined in AWWA C900.
 - be as manufactured by Napco, Diamond Plastics, or approved equal.
- B. 4- to 24-inch AWWA C900 Restrained Joint PVC Pipe, DR 18, shall:
- meet all AWWA C900 requirements and Article 2.2A except as modified herein.
 - be restrained joint by utilizing precision-machined grooves on pipe spigot and inside bell. When assembled, a nylon spline is inserted through an entry hole in pipe bell, resulting in a continuous circumferential restrained joint.
 - shall be Certa-Lok, as manufactured by Napco, or approved equal.

2.3 PIPE FITTINGS

- A. Pipe fittings used with PVC water mains shall be ductile or cast iron, mechanical joint (MJ), cement-mortar lined, asphaltic-coated fittings conforming to AWWA C110 requirements and suitable for use with specified PVC pipe used.
- B. Unless otherwise specified, use joint restraints for all buried fittings where indicated on Contract Drawings. Use mechanical joint restraints in addition to concrete thrust-blocking

unless indicated otherwise. Restraining glands shall have pressure rating equal to pipe used. MJ restraints shall be EBAA Series 2000PV, Romac PVC Romagrip, or approved equal.

2.4 VALVES

A. Gate Valves

1. Furnish and install gate valves of size, type, and configuration indicated, where shown on Contract Drawings. Gate valves shall be flanged, mechanical joint, or hub end as shown on Contract Drawings or required by joint used in piping. All valves shall open by turning left and, unless otherwise specified, have a non-rising stem and furnished with a 2-inch operating nut when valves are buried and with hand wheels when above ground. When operating nut is more than 3 feet below ground, valves shall be supplied with an operator extension to position operating nut within 3 feet of finished ground surface.
2. Shall meet all requirements specified in AWWA C515 or C509.
3. Designed for a working pressure of 250 psi.
4. Buried gate valves shall be MJ restrained per Article 2.3.
5. Concrete foundation with compacted base provided for all gate valve installations per specifications and Contract Drawings.
6. All valves shall be spray coated with a two-component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum 4-mil thickness. Coating shall meet requirements of City of Midland Standard Specifications.
7. Gate Valves to be Mueller A-2361, M&H 4067, or approved equal.

B. Valve Boxes and Extension Stems.

1. Extension stems furnished on buried valves where top of operating nut is more than 36 inches below finished grade. Top of extension stem shall be within 3 feet of finished ground surface.
2. Buried gate valves provided with cast iron valve boxes. Install valve boxes with reinforced concrete collar as indicated in Contract Drawings.
3. Valve boxes to be Bass & Hays 340-1 with 6-inch C900 PVC Pipe, or approved equal.

2.5 TAPPING VALVES

- A. Furnish and install tapping gate valves of size, type, and configuration indicated, where shown on Contract Drawings. Tapping gate valves shall be mechanical joint by flanged joint unless otherwise specified. All tapping gates valves shall open by turning left and, unless otherwise specified, have a non-rising stem and furnished with a 2-inch operating nut when valves are buried. Where operating nut is more than 3 feet below ground, valves shall be supplied with an operator extension to position operating nut within 3 feet of finished ground surface.
- B. Shall meet all requirements specified in AWWA C509.
- C. Shall be designed for a 250-psi working pressure as manufactured by Mueller Co. or approved equal.
- D. All valves shall be spray coated with a two-component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have minimum 4-mil thickness. Coating shall meet requirements of City of Midland Standard Specifications.
- E. Gate Valves to be Mueller A-2361, M&H 4067, or approved equal.
- F. Buried tapping gate valves shall be MJ restrained per Article 2.3.
- G. Concrete foundation with compacted base provided for all gate valve installations per specifications and Contract Drawings.

H. Valve Boxes and Extension Stems.

1. Extension stems furnished on buried valves where top of operating nut is more than 36 inches below finished grade. Top of extension stem shall be within 3 feet of finished ground surface.
2. Buried tapping gate valves provided with cast iron valve boxes. Install valve boxes with reinforced-concrete collar as indicated in Contract Drawings. Valve boxes to be Bass & Hays 340-1 with 6-inch C900 PVC Pipe or approved equal.

2.6 TAPPING SLEEVES

- A. Furnish and install tapping sleeves of size, type, and configuration indicated, where shown on Contract Drawings. Tapping sleeves shall be full wraparound type, 200 psi rated, stainless steel, ductile iron, or approved equal. All bolts and various other hardware shall be stainless steel.
- B. Romac SSTIII or approved equal.

2.7 FIRE HYDRANT

- A. Furnish and install where shown on Contract Drawings. Fire hydrants shall conform to all AWWA C502 and ANSI/NSF 61 requirements. Unless otherwise specified, all hydrants shall have an operating nut that opens by turning left, with an arrow cast on hydrant specifying turn direction.
- B. 250 psi minimum working pressure.
- C. Shall contain a standard mechanical joint per AWWA C111, to connect to water system.
- D. Install per manufacturer specifications, herein, and Contract Drawings.
- E. All 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 4-mil thickness. Coating shall meet requirements of City of Midland Standard Specifications.
- F. All fire hydrants shall be painted Federal Safety Yellow.
- G. Mueller Super Centurion or approved equal.

2.8 PIPE REPAIR

- A. As necessary, furnish and install pipe repair clamps.
- B. Pipe repair clamps shall be stainless steel, full-seal clamps.
- C. Repair clamps to be Mueller 500/510 Series or approved equal.

2.9 STANDARD SERVICE CONNECTIONS

- A. Furnish and install service connections (1-2 inches). As possible, all components shall be of same manufacturer:
 1. Crosslinked Polyethylene (PEXa):
 - a. Copper tube sizing (CTS), SDR 9, meet NSF/ANSI 61 and AWWA C904 standards.
 - b. Tubing pressure rating shall be 200-psi max working pressure at 73 degrees F.
 - c. PEXa Tubing shall be Rehau Municipex Pipe, Blue, or approved equal.
 2. Service Saddles:
 - a. For use on type of pipe connected to.
 - b. Outlet shall be tapped with AWWA taper (CC).
 - c. Meet all requirements of AWWA C800 and NSF/ANSI 61 standards.
 - d. Mueller BR 2 S, Ford 202BSD, AY McDonald 2855 or approved equal.

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3. Corporation Stops:
 - a. Contain an AWWA taper (CC) inlet, and compression outlet.
 - b. Meet all requirements of AWWA C800 and NSF/ANSI 61 standards.
 - c. B-25008N, Ford FB1000-4-G-NL, AY McDonald 74701B-22 1, or approved equal.
 4. Meter Stop: Mueller B-25172N, Ford BA43-444W-G-NL, AY McDonald 74602B-22 1, or approved equal.
 5. Meter Boxes: EJ 32197099A02, EJ 32244000A01, or approved equal.

2.10 LARGE SERVICE CONNECTIONS

- A. Furnish and install service connections (3 inches and larger) in accordance with City of Midland Construction Details and Standard Specifications.

2.11 ACCESSORIES

- A. Warning Tape: Provide traceable tape made of plastic, blue in color, and minimum 6 inches wide with lettering that states a buried water main is below.
- B. Tracer Wire: Provide tracer wire that is 12 gage, copper or copper coated steel, tape to top of pipe surface.

PART 3 - EXECUTION

3.1 MEASUREMENT AND PAYMENT

- A. Potable Water Main
 1. Measurement will be from natural ground to flow line of the pipe. Owner representative will perform measurement.
 2. Payment for installation of potable water main will be on a linear foot basis. Gravel embedment, excavation, trenching, backfill, and other items necessary to completely install pipe are included in this unit price.
- B. Pipe Fittings
 1. Measurement provided by Contractor and verified by Owner representative.
 2. Payment for installation of pipe fittings will be on a weight basis (TON). All necessary items to completely install fitting are included in this unit price.
- C. Valves, Tapping Sleeves, Tapping Valves, Fire Hydrants, and Pipe Repair
 1. Measurement provided by Contractor and verified by Owner representative.
 2. Payment for installation of valves, tapping sleeves, tapping valves, fire hydrants, and pipe repair will be on a (each) basis. All necessary items to facilitate a complete install are included in this unit price.
- D. Standard and Large Service Connections
 1. Measurement provided by Contractor and verified by Owner representative.
 2. Payment for installation of services connections will be on a lump sum basis. All necessary items to facilitate a complete install are included in this unit price.
- E. Warning Tape
 1. Measurement provided by Contractor and verified by Owner representative.
 2. Payment for installation of warning tape will be on a linear foot basis. All necessary items to facilitate a complete install are included in this unit price.

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- F. Tracer Wire
 - 1. Measurement provided by Contractor and verified by Owner representative.
 - 2. Payment for installation of tracer wire will be on a linear foot basis. All necessary items to facilitate a complete install are included in this unit price.

3.2 POTABLE WATER MAIN INSTALLATION

- A. General
 - 1. All pipe and accessories for work specified herein shall be unloaded, handled, laid, jointed, tested for defects and for leakage as herein specified.
 - 2. Coordinate delivery storage, and delivery schedule with Owner representative.
 - 3. Pipe bending and joint angular deflection shall meet requirements of AWWA C605 and manufacture specifications. The more stringent shall apply to Project.
 - 4. Connections between new work and existing work, where required, shall use proper transition sleeves and fittings to suit actual conditions. Additional bends may also be necessary to provide minimum pipe separations as required by TCEQ. Provide these fittings, special sleeves, and bends after verification from Engineer. When necessary to interrupt service to existing facilities to make connection to an existing line, Contractor may be required to make connections as designated by Owner at no additional cost to Owner.
- B. Contractor responsible for all material he furnishes and shall replace, at own expense, all material found defective in manufacture or became damaged in handling after delivery.
- C. Storage, Handling Pipe, and Accessories
 - 1. Unload all pipe, fittings, and other accessories, unless otherwise directed at point of delivery. Haul to and distribute at site of work. When loading and unloading, lift by hoists/slides, or roll on skidways to avoid shock or damage to materials. DO NOT drop. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
 - 2. Place pipe, fittings and accessories along site to keep as free as possible from dirt, sand, mud, and other foreign matter.
 - 3. When prolonged exposure to direct sunlight anticipated, cover PVC pipe and accessories with opaque material while permitting adequate air circulation above and around pipe.
- D. Trench Excavation
 - 1. Provide construction-staking services. Contractor responsible for notifying Owner representative of any concerns with construction staking.
 - 2. Excavate to alignment and elevations indicated on Contract Drawings or as staked in the field. Any deviations shall be approved by Engineer.
 - 3. No classification of or extra payment for excavated materials. Excavate all materials encountered as required. Protect adjacent structures and property from damage by construction equipment.
 - 4. Stockpile excavated materials to not endanger workers or public and will cause least obstruction to roadways.
 - 5. Trench bottom, as shown on Contract Drawings, is approximately 4-6 inches below bottom of pipe grade so bedding material can be placed beneath pipe per trench cross-section details and specifications. Minimum depth of cover for piping shall be 36 inches unless otherwise specifically shown on Contract Drawings.
 - 6. As specified, install trench safety systems where required. Make trench walls vertical to at least 1 foot above top of pipe. Vertical trench walls above this point are not required; however, in areas of limited right-of-way or when necessary to protect existing facilities or private property, limit slope of trench wall. Where necessary to stay within maximum

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- width limits at top of pipe or maintain a relatively straight trench wall to remain within available right-of-way, adequately support trench walls as required by specifications and OSHA regulations. Contractor fully responsible for any damage to private property or existing facilities due to inadequate support.
7. Excavate trench only as necessary to install pipe. Excavation limits are:
 - a. Pipe less than 18 inches in diameter: Pipe O.D. +12 inches.
 - b. Pipe 18-36 inches in diameter: Pipe O.D. +18 inches.
 8. Maintain trenching equipment on sufficiently level roadbed to provide substantially vertical trench walls.
 9. To obtain a true even grade, fine grade and shape trench per details shown on Contract Drawings. Correct any part of trench excavated below grade by filling with approved material and thoroughly compacting. If clay, rock, or other unyielding material encountered in trench bottom, remove to 6 inches below grade, refill with approved material, and thoroughly compact to grade.
 10. Trench digging machinery may be used to make trench excavations except where operations would cause damage to existing structures above or below ground. Employ hand methods in such instances.
 11. Locate all existing utility lines, whether shown on Contract Drawings, including consumer service lines, far enough in advance of trenching to make proper provisions for protecting lines and allow for any deviations required from established lines and grades. Notify operators of all oil or gas pipelines before excavation around such lines so operators may be present during excavation
 12. DO NOT disrupt service on any utility lines except consumer service lines which may be taken out of service for short periods of time, if obtained permission from Owner representative.
 13. Immediately notify proper utility company of any damage to utility lines so service may be established with least possible delay. Repair or replace any damage to existing lines. Repair of consumer lines authorized to cut or be temporarily taken out of service shall be by Contractor expense and as directed by an official representative of the owner of damaged line.
 14. Properly support all new and existing lines to prevent settlement or damage to line both during and after construction.
 15. Where necessary to prevent caving, adequately support trench.
 16. Maximum horizontal offset of trench wall from bottom of trench to top of trench (undercutting) shall be 4 inches.
 17. All excavation shall be unclassified, and no extra compensation made for solid rock excavation. Contractor is expected to make boring of his own and satisfy himself to character of material encountered.
- E. Dewatering: Where running or standing water occurs in trench bottom, remove water by pumps and other suitable means to prevent pipe flotation, until pipe is installed and backfill placed and compacted. Dewatering is considered incidental to unit price for which it is being performed.
- F. Trench Methods
1. Trench Boxes: Submit manufacturer-standard data sheet and certificate of compliance signed by a registered professional engineer stating maximum allowable depth for given design pressure for each type of trench box proposed for use.
 2. Alternative Systems: If composed of steel, aluminum, wood, or a combination of materials proposed, submit design calculations signed by a registered professional engineer showing all member properties, design strengths, and any stress increases used with justification for their use.

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- G. Laying Pipe
1. Place pipe and fittings into a trench with ropes and skids, slings on a backhoe bucket, or by hand. DO NOT throw pipe or fittings into trench and allow no part of pipe to take an unrestrained fall onto trench bottom.
 2. When not laying pipe, close the open ends of installed pipe to prevent trench water, dirt, and foreign matter from entering line.
 3. Lay pipe to elevations shown in Contract Drawings.
 4. Tape to top of pipe approved tracer wire as specified.
- H. Joint Assembly, Field-Cutting, Chamfering, and Curvature: Perform per Uni-Bell PVC Pipe Association PVC Pipe Design and Construction handbook and/or manufacturer-recommended procedures. The more stringent shall apply.
- I. Backfill
1. General
 - a. Backfill all pipeline excavations to restore pre-existing conditions as minimum requirement and fulfill all supplementary requirements indicated in Contract Drawings and specifications. Backfilling operations shall start 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. When soil types determined by Owner representative as undesirable for backfill are excavated from trench, remove and dispose such material at no additional cost to Owner.
 2. Foundation
 - a. Only required when trench bottom is unstable. In such cases, over-excavate bottom of trench and bring back to grade. Utilize ASTM C33 Grade #57 or #67 aggregate for foundation.
 - b. Moisten material and place in lifts as indicated. Compact by tamping to density not less than 95-percent ASTM D1557 with ± 2 -percent optimum moisture content.
 - c. All granular material furnished for foundation shall consist of natural or synthetic mineral aggregate such as crushed gravel, crushed rock, crushed stone, or slag. All granular material shall be crushed and have at least two broken faces. Pea gravel will not be allowed. No material larger than 3/4 inch shall be placed.
 3. Bedding
 - a. Required to bring trench bottom up to grade. Place by hand to provide uniform and adequate support under pipe. Provide holes for pipe bells at each joint to ensure uniform support for pipe.
 - b. Bedding layer shall be 6 inches thick. Use 3/4-inch crushed stone, meeting requirements of ASTM C33, Grade No. 7 or 8. For unpaved trenches, native material can be used if material has a liquid limit less than 30 and plasticity index less than 15. Native material must be existing excavated soil from trench with all material broken down to less than a 3/4 inch diameter.
 4. Haunching
 - a. Defined as backfill from bottom of pipe to springline of pipe. Place and consolidate material under the pipe haunch so adequate side support is provided to pipe without causing displacement from proper alignment.
 - b. Moisten material and place in lifts not exceeding 6 inches thick. Compact by tamping to density not less than 95 percent of ASTM D1557 with a ± 2 percent optimum moisture content.

- c. Place material by hand or approved mechanical methods. Use 3/4-inch crushed stone, meeting requirements of ASTM C33, Grade No. 7 or 8. For unpaved trenches, native material can be used if material has a liquid limit less than 30 and plasticity index less than 15. Native material must be existing excavated soil from trench with all material broken down to less than a 3/4 inch diameter.
 - d. Material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, or other unsuitable material.
 - e. Water jetting not allowed.
5. Initial Backfill
- a. Defined as backfill from springline of pipe to 1 foot above pipe. Moisten material and place in lifts not exceeding 12 inches thick and compact to density not less than 95 percent of ASTM D1557 with ± 2 -percent optimum moisture content. Take care to not damage pipe during compaction.
 - b. Place material by hand or approved mechanical methods. Use 3/4-inch crushed stone, meeting requirements of ASTM C33, Grade No. 7 or 8. For unpaved trenches, native material can be used if material has a liquid limit less than 30 and plasticity index less than 15. Native material must be existing excavated soil from trench with all material broken down to less than a 3/4 inch diameter.
 - c. Material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, or other unsuitable material.
 - d. Water jetting not allowed.
6. Final Backfill
- a. Defined as backfill from 1 foot above pipe to bottom of subgrade for paved areas or to existing grade for unpaved areas. Moisten material, place in lifts not exceeding 6 inches thick, and compact to density not less than 95 percent of ASTM D1557 with a ± 2 -percent optimum moisture content. Take care to not damage pipe during compaction.
 - b. Place material by hand or approved mechanical methods. Use Portland cement stabilized backfill or crushed stone screening (crusher fines).
 - c. Portland cement stabilized backfill shall consist of base course, blow sand or native soil stabilized by addition of Portland cement. Crushed stone or concrete aggregate shall not be used.
 - d. Submit a mix design prepared by an approved commercial laboratory to produce a minimum seven-day compressive strength of 150 psi. In no case shall minimum cement content of mix be less than one sack per cubic yard. Cement used in Portland cement stabilized backfill shall be Type I or Type II, ASTM C150. Base course used for Portland cement stabilized backfill shall be crushed material per TxDOT Item 248 Type F, Grade 2.
 - e. Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.
 - f. Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock more than 2 inches.
 - g. Crushed stone screening used for backfill shall be sharp grained particles of crushed stone that meet the following gradation:

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

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- h. Minimum depth of stabilized backfill or crusher fines shall be 12 inches. When utilities are constructed under existing paving, stabilized backfill or crusher fines shall extend to top of base course. When utilities are constructed under existing unpaved streets not scheduled for immediate pavement construction, stabilized backfill or crusher fines shall extend to existing roadway surface. When utilities are constructed in new streets scheduled for immediate paving or streets in new subdivision where paving contract with property developer is approved, stabilized backfill or crusher fines shall extend to bottom edge of 8 inches of subgrade, or, if paving contractor constructed a portion of roadway before utilities construction, stabilized backfill shall extend to top of course Contractor finished. In no case shall backfill extend above top of base course. If final course of asphaltic concrete is placed, street or alley surface shall not be cut for utility installation.
 - i. Material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, or other unsuitable material.
 - j. Water jetting not allowed.
 - k. Install trailable warning tape in Final Backfill zone 6 inches below finished grade of trench directly above potable water main.
- J. Cleanup
- 1. DO NOT round up backfill over trenches. Compact surface of trench backfill and blade to final grading contours.
 - 2. Maintain trench surfaces in satisfactory manner until final completion and acceptance of work. Maintenance shall include blading as necessary, filling depressions caused by settlement, and other work required to keep all areas presentable.
 - 3. Correct any trench settlement which occurs within the one-year warranty period at no expense to Owner.

3.3 POTABLE WATER MAIN FITTING INSTALLATION

- A. Connect fittings, meters, and valves with flanged or mechanical joints as indicated on Contract Drawings. Each joint shall include flanged ends or gland retainer, gasket, and bolts required to complete connection. Perform all work necessary to make connections and be responsible for quality and proper operation of those joints.
- B. Procedures
 - 1. Before making connections, properly support pipe, fittings, or valves but free to move as bolted. Set flange faces so bolt holes are properly aligned, flange faces bear uniformly on gaskets, and flanges are not under strain after joint completion.
 - 2. To avoid strains upon flanges, gradually tighten bolts at uniform rates sequentially on opposite sides of flanges. To assure flanges are not under strain, Engineer may request bolts loosened in any joint. Install mechanical joint fittings and valves in a similar fashion as described for flanged.
 - 3. Buried fittings will require polyethylene wrap with a 10 mils thickness of minimum.
- C. All underground water main fittings shall be mechanical joint with a pressure rating equal to or greater than water main pipe material.
- D. Restrained joints by concrete blocking/MJ restraints as specified on Contract Drawings.
 - 1. Concrete Blocks:
 - a. Provided bearing solidly against undisturbed trench bank, at all changes in direction/elevation. Concrete for blocking shall be Class A with a 28-day, 3,000-psi compressive strength.
 - b. All fittings shall be wrapped in polyethylene sheeting with minimum 3-mil thickness before concrete blocking.

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- 2. MJ Restraints
 - a. Provided at all changes in direction/elevation.
 - b. Install per manufacturer recommendations.
 - E. Valve, Tapping Valve, Tapping Sleeve, and Pipe Repair: Install in configuration indicated on Contract Drawings, per manufacturer specifications, and herein. Valve boxes shall be supported by a ring of Class A concrete as indicated on Contract Drawings and specifications.
 - F. Fire Hydrant: Set plumb to grade as established by Engineer and have nozzles parallel with and/or at right angles to curb, pumper nozzle facing curb.
 - 1. Hydrant bowl shall be well braced against unexcavated earth at end of trench with concrete blocking. Place concrete blocking so as not to interfere with hydrant drains and so joints or flanges are accessible.
 - 2. Hydrant shall be connected to main with a 6-inch ductile iron branch controlled by and independent 6-inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than 4 inches thick and not less than 1 square foot of surface area.
 - 3. Place around base of hydrant not less than 7 cubic feet of sound broken stone, clean gravel, or other suitable material to provide reservoir capacity so hydrant will completely drain when closed. Gravel or broken stone shall reach from bottom of trench to at least 6 inches above waste opening in hydrant. Operate each to prove to Owner representative that drain hole has not been plugged with concrete or other material.
 - G. Service Connection: Install in orientation and configuration indicated on Contract Drawings, per manufacturer specifications, and herein.

3.4 HYDROSTATIC TESTING

- A. Water mains shall be tested per AWWA C605 and specifications.
- B. Provide all materials, equipment, tools, labor, superintendence, and incidentals required to achieve a completed and approved hydrostatic test.
- C. Procedure
 - 1. Slowly fill each section of pipe with water at point of lowest elevation. Apply pressure and maintain by pump connected to pipe in satisfactory manner.
 - 2. As line is filled and before applying test pressure, expel all air from pipe. To accomplish this, if necessary, make taps at points of highest elevation. After test, tightly plug taps per specifications.
 - 3. Test shall not begin until after water main is properly filled, flushed, and purged of air. Pressurize water main to 1.25 times system working pressure or minimum 180 psi, whichever is greater, at highest point on section of line tested. Duration of each pressure test shall be as directed by Engineer but not exceed two hours.
 - 4. When test pressure is on pipe, carefully check line at regular intervals for breaks or leaks. Repair any joints showing appreciable leaks and remove/replace any cracked or defective pipes or fittings with sound materials as provided. Repeat test until satisfactory results obtained.
 - 5. After all defects in line are satisfactorily repaired and all visible leaks stopped, make a leakage test on each valved section of line to determine quantity of water lost by leakage. Furnish all labor, material, and equipment required for making test. Determine leakage by measuring quantity of water supplied to each valved section of line, during test period, when various sections of line are under pressure.

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6. Maximum allowable leakage for pressure drop in potable water main is calculated as:

$$Q = \frac{L D \sqrt{P}}{148,000}$$

Where:

Q = Quantity makes up water in gallons per hour

L = Length of pipe section being tested, in feet

D = Nominal diameter of the pipe in inches

P = Test pressure in psi $\pm$ 5 psi of specified

7. If sections show excessive leakage, locate and repair defective joints until leakage is within specified allowance.

3.5 DISINFECTION

- A. Water mains shall be disinfected per 30 TAC §290.46(g), AWWA C651, and specifications. Before acceptance for operation, all portions of water mains installed shall be disinfected as specified. Before putting lines in service and after pressure tests made, thoroughly flush unit to be disinfected with water until all entrained dirt and mud removed before introducing chlorinating material.
- B. Forms of Chlorine for Disinfection
1. Liquid chlorine (gas) conforming to AWWA B301, containing 100-percent available chlorine.
 2. Sodium hypochlorite conforming to AWWA B300, containing 5- to 15-percent available chlorine.
 3. Calcium hypochlorite: Conforming to AWWA B300, containing 65-percent available chlorine.
- C. Chlorination Methods for Disinfection
1. Tablet/Granule Method: If elected, perform per AWWA C651, Section 4.3.
 2. Continuous-Feed Method: If elected, perform per AWWA C651, Section 4.4.
 3. Slug Method: If elected, perform per AWWA C651, Section 4.5.
 4. Spray Disinfection: If elected (only use for large transmission lines), perform per AWWA C651, Section 4.6.
- D. Bacteriological Tests Verification:
1. Perform per AWWA C651, Section 5.
 2. Submit test samples to a TCEQ-approved laboratory and indicate facility is free from microbiological contamination before placed into service.
- E. Arrange for satisfactory disposal of water flushed from lines, using pipe, dikes, or channels to an adequate drain so no nuisance is created.
- F. Include costs for disinfection in unit cost for installing pipe.

3.6 CLEAN UP

- A. After construction work is complete, remove all rubbish, excess materials from excavations, and other debris from site of work. Replace/repair all affected items (surfacing, landscaping, etc.) to equal or better condition than preconstruction conditions. Cost of cleanup included in bid prices for various units of work.

END OF SECTION



City Council Meeting

Item Number: 6
Meeting Date: August 9, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: Motion authorizing the City Manager or the City Manager's designee to advertise a request for sealed bids for the Water System Improvements at Business 20 and San Andres Water Main Extension Project for the Utilities Department and to negotiate a contract for said services; provided, however, that said agreement shall not become effective until approved by the City Council. (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for sealed bids for the Water System Improvements at Business 20 and San Andres Water Main Extension Project for the Utilities Department and to negotiate a contract for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

Please consider approval of a motion approving plans and specifications and authorizing advertisement for a request for sealed bids for the Water System Improvements at Business 20 and San Andres Water Main Extension Project for the Utilities Department. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

PACKET
PACKET

6.2
5.186

August 9, 2022
September 27, 2022



INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Services Director

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a motion to bid out the plans and specs for the construction of BI 20 water main extension

DATE: July 26, 2022

This motion is to bid the construction project for the extension of the water main from San Andres Rd to BI 20 just east of Cheyenne Rd. This project will provide a second water main feed to the area of town to the east of Midland draw. The new line will allow the area to be provided water during maintenance of the existing water main. This project was designed by Parkhill an approved on-call engineering company (Resolution 2016-006).

This will be paid for with Utilities Admin FY22 Operating Fund.



City Council Meeting

Item Number: 6
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: Motion authorizing the City Manager or the City Manager's designee to advertise a request for sealed proposals for the Peck/Terrell Lift Station Elimination and New Sewer Installation Project for the Utilities Department and to negotiate a contract for said services; provided, however, that said agreement shall not become effective until approved by the City Council (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for sealed proposals for the Peck/Terrell Lift Station Elimination and New Sewer Installation Project for the Utilities Department and to negotiate a contract for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

Please consider approval of a motion approving plans and specifications and authorizing advertisement for a request for sealed bids for the Peck/Terrell Lift Station Elimination and New Sewer Installation Project for the Utilities Department. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Jina Gang

City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craig, PE, Utilities Director

SUBJECT: Consider a Resolution approving the request to advertise for bids for the wastewater extension to remove the Terrell/Peck lift station and reroute the discharge.

DATE: September 27, 2022

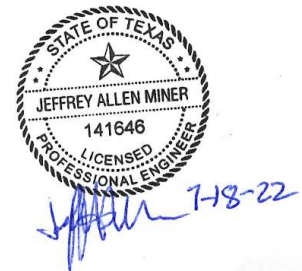
This project will remove the lift station at the intersection of Terrell and Peck which is in the front yard of a residence. Jacobs Engineering an approved on-call engineer (Resolution 2020-091) prepared the plans and specs for the wastewater extension.

Utilities request to go out for bid for the construction of the project. Funds will be allocated from the Utilities unallocated account.

Re-Bid Documents

Peck/Terrell Lift Station Elimination and New Sewer Installation

City of Midland
Midland, Texas



Specifications

July 2022

Prepared By:

Jacobs

City of Midland

Midland, Texas

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS**

for the construction of the

Peck/Terrell Lift Station Elimination and New Sewer Installation

JACOBS

Dallas, Texas

July 2022

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Project No. WFXQ8300

PACKET

6.6

September 27, 2022

NOTICE TO BIDDERS

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

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 19th day of October, 2022, and publicly opened and read aloud at that time.

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 Peck/Terrell Lift Station Elimination and New Sewer Installation together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, October 12, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person.

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, October 14, 2022. 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.



THE CITY OF MIDLAND CONTRACT

Contract No. 23000011

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

1. **Cost:** Total Proposal: \$ _____ DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for Peck/Terrell Lift Station Elimination and New Sewer Installation in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

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

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

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

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

- 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.
 PACKET 6.14 September 27, 2022

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 shall 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: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(hereinafter called the Principal), as Principal, and _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS

(\$ _____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to _____

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20 ____.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: **PACKET**
ATTACH POWER OF ATTORNEY

6.23

September 27, 2022

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, in the amount of

_____ DOLLARS

(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs,

administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____

day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work

necessary for _____, hereof as fully and to the

same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants

supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said

contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition

to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings

accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders,

shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number

Publication Date

0
1 PACKET01/07/2022
02/25/2022

6.28

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2

08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR:		

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Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$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 **PACKET** by the EO, the contractor **6.30** provide
employees with 1 hour of paid sick leave for every 30 hours

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they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

PACKET

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

=====

END OF GENERAL DECISIO"

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number 0
 Publication Date 01/07/2022

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02/25/2022

* SUTX2011-002 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures)...\$ 13.55 **

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36 **

Structures.....\$ 13.52 **

LABORER

Asphalt Raker.....\$ 12.28 **

Flagger.....\$ 9.30 **

Laborer, Common.....\$ 10.30 **

Laborer, Utility.....\$ 11.80 **

Work Zone Barricade

Servicer.....\$ 10.30 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87 **

Asphalt Paving Machine.....\$ 13.40 **

Broom and Sweeper.....\$ 11.21 **

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82

Crawler Tractor Operator....\$ 13.96 **

Excavator, 50,000 lbs or

less.....\$ 13.46 **

Front End Loader Operator,

Over 3 CY.....\$ 12.77 **

Front End Loader, 3CY or

less.....\$ 12.28 **

Loader/Backhoe.....\$ 14.18 **

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54

Motor Grader, Rough.....\$ 16.15

Motor Grader, Fine.....\$ 17.49

Pavement Marking Machine...\$ 16.42

Reclaimer/Pulverizer.....\$ 12.85 **

Roller, Asphalt.....\$ 10.95 **

Roller, Other.....\$ 10.36 **

Scraper.....\$ 10.61 **

Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

Steel Worker (Reinforcing).....\$ 13.50 **

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **

Single Axle.....\$ 12.74 **

Single or Tandem Axle Dump..\$ 11.33 **

Tandem Axle Tractor with

Semi.....\$ 12.49 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====PACKET=====6.35=====

September 27, 2022

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

PACKET

6.36

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
1400 Constitution Avenue, N.W.
Washington, DC 20210

6.37

September 27, 2022

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

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7

~~BACK~~ ~~6-40~~ ~~Signature of vendor doing business with the governmental entity~~

~~September 27, 2022~~

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

**Consideration of Location of Bidder's Principal Place of Business
For Bids of \$50,000 up to \$100,000 for Services and \$500,000 for Commodities**

Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: _____

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

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

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

☐ Yes ☐ No

If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).
2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.
3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.
4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.
5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.
6. Time of proposed delivery shall be stated in number of calendar days.
7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.
8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.
9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.
10. Detailed specifications rule over General specifications (headings, etc.)
11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.
12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.
13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.
14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

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

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

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

35. **FEDERAL WAGE REQUIREMENTS** - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of the 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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

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~~BACK~~ ~~6-52~~ ~~September 27, 2022~~

~~September 27, 2022~~

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.

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

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PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

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PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

SECTION 00 41 13

BID PROPOSAL

Bid of _____ Date _____
(Name of Firm)

TO: Honorable Mayor and City Council
City of Midland
300 North Lorraine
Midland, Texas 79701

FOR: PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION

Gentlemen: The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that his proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Invitation for Bids, Instructions to Bidders, the General and Supplementary Conditions, Specifications, and the Drawings herein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials as called for in the Contract Documents in the manner prescribed and according to the Plans and Specification requirements of the OWNER as herein set forth.

Accompanying this proposal is a (certified or cashier's check payable to the OWNER (Bid Bond) in the amount of 5% of the Total Bid.

The bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal, the Bidder shall fail to execute a Contract and file Performance and Payment Bonds within ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all bids received.

Prices shall be shown in words and figures. In the event of a discrepancy, the words shall govern.

Contractor shall refer to Section 01 29 00, Payment Procedures.

The Bid Proposal includes the demolition of an existing lift station and the construction of 8-inch sewer, 6-inch sewer, and associated manholes and pavement repair work. The undersigned hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with the Plans and Specifications, for the following sum of prices, to wit (see following pages):

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

**PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION BID
PROPOSAL**

BID ITEMS					
Item No.	Approximate Quantity		Description of Item With Bid Price Written In Words	Unit Price	Amount Bid
Base Bid: Miscellaneous Items					
1	6	MOS	Mobilization and Demobilization, a maximum of 5% of the SUBTOTAL SHOWN BELOW (Items 1 - 36) for _____ Dollars and _____ Cents per Month (pay note M1)	\$ _____	\$ _____
2	6	MOS	Design and implementation of a Storm Water Pollution Prevention Plan (designed by licensed Engineer in the State of Texas) and control in accordance with specifications, laws, rules and assumption of responsibility for plan and control, for _____ Dollars and _____ Cents per Month (pay note M2)	\$ _____	\$ _____
3	6	MOS	Job Site Safety, furnished, installed, complete and in place, for _____ Dollars and _____ Cents per Month (pay note M3)	\$ _____	\$ _____
4	N/A	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent (pay note M4)	% _____	\$ _____
5	N/A	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent (pay note M5)	% _____	\$ _____
6	N/A	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent (pay note M6)	% _____	\$ _____
7	1	AC	Seeding and Stabilization in open areas (seed mixture to match native grasses), complete and in place, for _____ Dollars and _____ Cents per Acre. (pay note M7)	\$ _____	\$ _____
MISCELLANEOUS ITEMS SUBTOTAL				\$ _____	

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

BID ITEMS					
Item No.	Approximate Quantity	Description of Item With Bid Price Written In Words		Unit Price	Amount Bid
Base Bid: Demolition Items					
8	1	LS	Clearing and Grubbing, including tree, debris, obstruction removal (any trees removed shall be approved by owner and recorded by size and type) and refilling of depressions, all work fully performed, for _____ Dollars and _____ Cents per Acre (pay note D1)	\$ _____	\$ _____
9	1	LS	Removal, Disposal and Salvage of existing lift Station, wet well, and associated electrical equipment, all work fully performed for _____ Dollars and _____ Cents per Lump Sum (pay note D2)	\$ _____	\$ _____
10	615	LF	Removal and Disposal of Existing Sewer Main, complete and in place, for _____ Dollars and _____ Cents per LF (pay note D3)	\$ _____	\$ _____
11	3.5	CY	Flowable Fill for Existing Pipes Abandoned in Place, furnished, installed, complete and in place for _____ Dollars and _____ Cents per LF (pay note D4)	\$ _____	\$ _____
12	8	EA	Removal and Disposal of Existing Manhole (0'-5' Deep), complete and in place for _____ Dollars and _____ Cents per EA (pay note D5)	\$ _____	\$ _____
13	9	VF	Removal and Disposal of Existing Manhole Additional Depth (>5' Deep), complete and in place for _____ Dollars and _____ Cents per EA (pay note D6)	\$ _____	\$ _____
14	2,879	SY	Removal and Disposal of Existing Unclassified Pavement, complete and in place for _____ Dollars and _____ Cents per SY (pay note D7)	\$ _____	\$ _____

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

BID ITEMS					
Item No.	Approximate Quantity		Description of Item With Bid Price Written In Words	Unit Price	Amount Bid
15	605	SY	Removal and Disposal of Existing Miscellaneous Concrete, complete and in place for _____ Dollars and _____ Cents per SY (pay note D8)	\$ _____	\$ _____
16	20	LF	Removal and Disposal of Existing Concrete Curb and Gutter, complete and in place for _____ Dollars and _____ Cents per LF (pay note D9)	\$ _____	\$ _____
17	4	SY	Removal and Disposal of Existing Concrete Sidewalk, complete and in place for _____ Dollars and _____ Cents per SY (pay note D10)	\$ _____	\$ _____
18	66	SY	Removal and Disposal of Concrete Rip Rap (as directed by Owner), all work fully performed for the sum of _____ Dollars and _____ Cents per Square Yard (pay note D11)	\$ _____	\$ _____
19	32	SY	Removal and Disposal of Concrete Ditch Bottom (as directed by Owner), all work fully performed for the sum of _____ Dollars and _____ Cents per Square Yard (pay note D12)	\$ _____	\$ _____
DEMOLITION ITEMS SUBTOTAL				\$ _____	
Base Bid: Sewer Items					
20	2,034	LF	8-inch SDR 35, ASTM D3034, PS46, PVC Sewer Main, furnished, installed, complete and in place, for _____ Dollars and _____ Cents per Each (pay note S1)	\$ _____	\$ _____
21	395	LF	6-inch SDR 35, ASTM D3034, PS46, PVC Sewer Main, furnished, installed, complete and in place, for _____ Dollars and _____ Cents per Each (pay note S2)	\$ _____	\$ _____

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

BID ITEMS					
Item No.	Approximate Quantity		Description of Item With Bid Price Written In Words	Unit Price	Amount Bid
22	9	EA	Standard 4' Diameter Fiberglass Manhole and Cover, (0-5' Deep), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Each (pay note S3)	\$ _____	\$ _____
23	27	VF	Standard 4' Diameter Manhole Additional Bury Depth, (>5' Deep), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Vertical Foot (pay note S4)	\$ _____	\$ _____
24	1	EA	Standard 4' Diameter Fiberglass Manhole with Drop Structure and Cover, (0-5' Deep, External), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Each (pay note S5)		
25	8	VF	Standard 4' Diameter Fiberglass Manhole with Drop Structure and Cover Additional Bury Depth, (>5' Deep, External), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Vertical Foot (pay note S6)		
26	2104	LF	Open Trenching of Sewer Main, (0-10' Deep), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Linear Foot (pay note S7)	\$ _____	\$ _____
27	325	LF	Open Trenching of Sewer Main, (10-13' Deep), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Linear Foot (pay note S8)	\$ _____	\$ _____
28	13	EA	Sewer Service Connection, furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Linear Foot (pay note S9)	\$ _____	\$ _____

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

BID ITEMS					
Item No.	Approximate Quantity		Description of Item With Bid Price Written In Words	Unit Price	Amount Bid
29	1	LS	Temporary bypass pumping, all work fully performed for _____ Dollars and _____ Cents per Lump Sum (pay note S10)	\$ _____	\$ _____
SEWER ITEMS SUBTOTAL				\$ _____	
Base Bid: Storm Drain Items					
30	66	SY	Replace Concrete Rip Rap (as directed by Owner), all work fully performed for the sum of _____ Dollars and _____ Cents per Square Yard (pay note SD1)	\$ _____	\$ _____
31	32	SY	Replace Concrete Ditch Bottom (as directed by Owner), all work fully performed for the sum of _____ Dollars and _____ Cents per Square Yard (pay note SD2)	\$ _____	\$ _____
STORM DRAIN ITEMS SUBTOTAL				\$ _____	
Base Bid: Paving Items					
32	182	SY	8" Concrete Pavement Repair, furnished, installed, complete and in place for the sum of _____ Dollars and _____ Cents per Square Yard (pay note P1)	\$ _____	\$ _____
33	20	LF	Concrete Curb and Gutter Repair, furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Linear Foot (pay note P2)	\$ _____	\$ _____
34	4	SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Square Yard (pay note P3)	\$ _____	\$ _____
35	2727	SY	2" Type D HMA Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Square Yard (pay note P4)	\$ _____	\$ _____

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

BID ITEMS					
Item No.	Approximate Quantity		Description of Item With Bid Price Written In Words	Unit Price	Amount Bid
36	546	GAL	Bituminous Prime Coat (MC-30, 0.20 Gal/SY), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Gallon (pay note P5)	\$ _____	\$ _____
37	274	GAL	Tack Coat (MC-30, 0.10 Gal/SY), furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Gallon (pay note P6)	\$ _____	\$ _____
38	1565	SY	Flowable Fill / 2 Sack Backfill, furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Square Yard (pay note P7)	\$ _____	\$ _____
39	2727	SY	10" Base Rock Pavement Repair (Flexible Base) furnished, installed, complete and in place, for the sum of _____ Dollars and _____ Cents per Square Yard (pay note P8)	\$ _____	\$ _____
40	1	LS	Sleeper Slab Transition furnished, installed, complete and in place for the sum of _____ Dollars and _____ Cents (see pay note P9)	\$ _____	\$ _____
PAVING ITEMS SUBTOTAL				\$ _____	
GRAND TOTAL				\$ _____	
*BID AWARD WILL BE BASED ON THE LOWEST <u>GRAND TOTAL</u>					

- All Bid Items shall be in Accordance with Plans and Specifications.
- All Bid Items shall be complete in place, unless otherwise noted.
- All Bid Items shall be furnishing and installing, unless otherwise noted.
- All Bid Items shall be independent of depth, unless otherwise noted.
- All Bid Items shall include materials and labor, unless otherwise noted.

DURING BID VERIFICATION PROCESS, BONDS AND MOBILIZATION WILL BE ADJUSTED IF THE VALUES EXCEED ALLOWABLE PERCENTAGE.

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

The undersigned agrees to substantially complete all work covered by these Contract Documents in accordance with limitations outlined in the SUPPLEMENTARY CONDITIONS. In the event that the project is not complete within the allotted time as specified herein, the OWNER will assess liquidated damages in accordance with the SUPPLEMENTARY CONDITIONS.

In the event of award of a Contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the Contract to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully complete and finished in accordance with the Plans and Specifications, to the satisfaction of the OWNER.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
CITY OF MIDLAND

Respectfully submitted,

Attested by:

Signature

Signature

Printed Name and Title

Printed Name and Title

Company Name

Mailing Address

Street Address

City, State, Zip

Telephone Number/Email Address

Seal and Authorization
(If Corporation)

Note: Bid forms may be detached from this bound document. Fill in with ink and submit complete with attached papers. Do not insert additional or conditional statements or deletions to this Proposal. Any additional or conditional statements or deletions shall be considered as a non-responsive bid and rejected accordingly.

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION
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PAY NOTES

Peck/Terrell Lift Station Elimination and New Sewer Installation

Miscellaneous items 1. Mobilization and Demobilization 2. Design and implementation of a Storm Water Pollution Prevention 3. Job Site Safety. 4. Material Mark-up, 5. Labor Mark-up 6. Equipment Rental Mark-up 7. Seeding and Stabilization	M1 M2 M3 M4 M5 M6 M7
Demolition Items 8. Clearing and Grubbing 9. Demolition of existing lift Station 10. Removal and Disposal of Existing Sewer Main 11. Flowable Fill for Existing Pipes Abandoned in Place 12. Removal and Disposal of Existing Manhole (0'-5' Deep) 13. Removal and Disposal of Existing Manhole Additional Depth (>5' Deep) 14. Removal and Disposal of Existing Unclassified Pavement 15. Removal and Disposal of Existing Miscellaneous Concrete 16. Removal and Disposal of Existing Concrete Curb and Gutter 17. Removal and Disposal of Existing Concrete Sidewalk 18. Removal and Disposal of Concrete Rip Rap 19. Removal and Disposal of Concrete Ditch Bottom	D1 D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12
Sewer Items 20. 8-inch Sewer Main 21. 6-inch Sewer Main 22. Standard 4' Diameter Fiberglass Manhole (0-5' Deep) 23. Standard 4' Diameter Manhole Additional Bury Depth, (>5' Deep) 24. Standard 4' Diameter Fiberglass Manhole with Drop Structure (0-5' Deep, External) 25. Standard 4' Diameter Fiberglass Manhole with Drop Structure (>5' Deep, External) 26. Open Trenching of Sewer Main, (0-10' Deep) 27. Open Trenching of Sewer Main, (10-13' Deep) 28. Sewer Service Connection 29. Temporary bypass pumping	S1 S2 S3 S4 S5 S6 S7 S7 S8 S9
Storm Drain Items 30. Replace Concrete Rip Rap 31. Replace Concrete Ditch Bottom Repair	SD1 SD2
Paving Items 32. 8" Concrete Pavement Repair 33. Concrete Curb and Gutter Repair 34. 4" Concrete Sidewalk Repair 35. 2" Type D HMAC Asphalt Pavement Repair 36. Bituminous Prime Coat 37. Tack Coat (MC-30, 0.10 Gal/SY) 38. Flowable Fill / 2 Sack Backfill 39. 10" Base Rock Pavement Repair (Flexible Base) 40. Sleeper Slab Transition	P1 P2 P3 P4 P5 P6 P7 P8 P9

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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 Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.
- M3 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 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.
- M7 Includes the necessary equipment, labor, materials, and incidentals for the Seeding and Stabilization of the finished construction site and channel embankment per the construction drawings and City of Midland standards and specifications. Measurement and payment will be made per acre.
- 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, and appurtenances. 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.

PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION CITY OF MIDLAND

- D2 Includes the necessary equipment, labor, materials, and incidentals for the demolition, removal and disposal (or salvage) of all materials and equipment associated with the lift station at Peck Ave and Terrell Street. Equipment includes pumps, concrete underground structures, electrical supply and controls equipment and all other equipment used for proper function of the lift station. Salvage equipment as dictated in the contract documents. Measurement and payment shall be made per lump sum.
- D3 Includes the necessary equipment, labor, materials, and incidentals for the removal and disposal of 6-inch and 8-inch sewer pipe per the construction drawings and City of Midland standards and specifications, including the removal of all associated appurtenances. Measurement and payment shall be made per linear foot
- D4 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 or capping 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.
- D5 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.
- D6 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 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'.
- D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.
- D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Miscellaneous Concrete per the construction drawings and City of Midland standards and specification including all saw-cutting and appurtenances. Depths given are approximate and concrete material is to be removed in its entirety. No additional compensation will be made for increased concrete depth removal. Saw-cut concrete edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of concrete removed.
- D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

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- D10 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.
- D11 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Rip Rap per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per Square Yard of Rip Rap.
- D12 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Ditch bottom per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per Square Yard of Concrete.
- S1 Includes the necessary equipment, labor, materials, and incidentals for the installation of 8" SDR 35, ASTM D3034, PS46, PVC Sewer Main 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.
- S2 Includes the necessary equipment, labor, materials, and incidentals for the installation of 6" SDR 35, ASTM D3034, PS46, PVC Sewer Main 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.
- S3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5 feet 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.
- S4 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 flowline invert at the manhole to 5 feet below the rim elevation.
- S5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole with Drop Structure & Cover to a depth of 5 feet 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.
- S6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole with Drop Structure 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 flowline invert at the manhole to 5' below the rim elevation.
- S7 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Sewer Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

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- S8 Includes the necessary equipment, labor, materials, and incidentals for Sewer Service Connections per the City of Midland Standards and specifications, including all materials needed for connection of the new sewer to the existing service connections. Existing Sewer service connections are not shown on the plans. Contractor to locate service connections prior to commencing work and notify the Engineer if service connections are greater than 13. Measurement and payment shall be per each.
- S9 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.
- SD1 Includes the necessary equipment, labor, materials, and incidentals for the replacement of Concrete Rip Rap per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per square yard.
- SD2 Includes the necessary equipment, labor, materials, and incidentals for the replacement of Concrete Ditch Bottom per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per square yard.
- 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. 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 Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.
- P3 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. Measurement and payment to be made per square yard.
- P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) 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.
- P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.
- P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

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- P7 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.
- P8 Includes the necessary equipment, labor, materials, and incidentals for installation of 10" Base Rock Pavement Repair for Flexible Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment shall be made per square yard.
- P9 Includes the necessary equipment, labor, materials, and incidentals for installation of a Sleeper Slab Transition between pavement and concrete per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per lump sum.

END OF SECTION

SPECIFICATIONS

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section describes the Project and the Work to be performed under this Contract. Detailed requirements and extent of work are stated in applicable Specification sections and shown on Drawings.
- B. Work to be performed includes but not limited to the installation of approximately 2,000 lf of 8-inch PVC sewer pipe, seven (10) 48-inch Manholes, three connections at existing sewer main, decommission of existing lift station, flow fill of existing sewer lines, decommission of existing manholes, and all associated bypass pumping, dewatering, traffic control, and surface restoration. The work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances indicated in the Contract Documents.

1.02 ORGANIZATION AND INTERPRETATION OF CONTRACT DOCUMENTS

- A. Specifications and Drawings included in these Contract Documents establish the performance quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance.
- B. Specification sections have not been divided into groups for work by subcontractors or various trades. Should there be questions concerning the applicability or interpretation of a specific section or part of a section or Drawing, direct questions to the Engineer.
- C. Civil work shown on the Drawings is intended to be depictive and may not be an exact and complete representation of the actual finished work. Include fittings, joints, supports, nuts, bolts, and other accessories required to provide complete and satisfactory piping and electrical connections, as specified, even though some items may not be specifically shown on the Drawings.
- D. Work not specifically included in the Specifications or on the Drawings that is necessary or required to make each installation satisfactory and operable for its intended purpose shall be performed as incidental work as if it were described in the Specifications and shown on the Drawings.
- E. The City of Midland Standard Specifications and Standard Details are applicable to this project and shall be followed in conjunction with the Specifications and Drawings.

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1.03 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of this Construction Contract comprises but not limited to the installation of approximately 2,050 lf of 8-inch PVC sewer pipe, 400 lf of 6-inch sewer pipe, ten (10) 48-inch Manholes, three (3) connections at existing sewer main, decommission of existing lift station, flow fill of existing sewer lines, decommission of existing manholes, and all associated bypass pumping, dewatering, traffic control, and surface restoration. The work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances indicated in the Contract Documents.

1. The location of the work is: Runs along South Terrell Street and ends on Interstate Highway I-20 in Midland, Texas.

B. The construction contract for this sewer main is being administered by City of Midland and these sewer mains and all appurtenances are subject to City of Midland standards. All sewer shutdowns shall be coordinated through City of Midland Department of Public Utilities. As much of the work will be constructed in right-of-way administrated by entities other than City of Midland, trench backfill, and surface restoration will be subject to the standards of the administering jurisdiction and the Contractor shall obtain the required permits to conduct operation within those right-of way.

1.04 CONTRACT METHOD

A. Construct the Work under a single unit price contract.

1.05 SEQUENCE AND CONSTRAINTS OF WORK

A. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the Owner's Representative develop an approved work schedule which will permit the facilities to function as normally as practical.

B. The Contractor shall not conduct construction and testing activities on nationally recognized holidays. For scheduling purposes, work shall be conducted between 8 am and 5 pm, Monday through Friday. Contractor may request that work be conducted beyond these hours, however, a request must be submitted two weeks before scheduling the work for Owner approval.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SUMMARY OF WORK

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JULY 1, 2022
September 27, 2022
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SECTION 01 24 13
VALUE ENGINEERING

PART 1 GENERAL

1.01 SUMMARY

- A. This section applies to cost reduction proposals, hereinafter referred to as Value Engineering Cost Proposal (VECP), initiated and developed by Contractor to change requirements of the Contract for sole purpose of reducing total cost of construction. It is the intent that the VECP Construction Savings Amount, as defined herein, will be shared between Contractor and Owner.
- B. VECP proposal shall be identified as such at the time of submission to Engineer.
- C. VECP, if adopted, shall result in a savings to Owner by providing a decrease in cost for performing the Work without impairing any of the essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, desired appearance, and safety features.
- D. VECP shall not be based solely upon a change in specified quantities.
- E. Contractor may withdraw the whole or part of a submitted VECP prior to acceptance by Engineer and Owner.

1.02 SUBCONTRACT FLOW DOWN

- A. Contractor shall include these VECP provisions in subcontracts of \$25,000 or greater. VECP provisions may be included in subcontracts of lesser value. Subcontracts shall state that benefits accruing to Contractor as a result of an accepted VECP initiated by a Subcontractor shall be shared by Contractor and Subcontractor, in a manner specified in the subcontract. Concurrent contract savings on other Owner contracts where Subcontractor is participating are not allowed.

1.03 DEFINITIONS

- A. Collateral Savings: Measurable net reductions in Owner's costs of operation that result from VECP including maintenance, logistics and Owner-furnished equipment.

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- B. Concurrent Savings: Savings from other Owner contracts where Contractor is participating.
- C. Contractor Costs: Reasonable costs incurred by Contractor in preparing VECP and making the change, such as cancellation or restocking charges.
- D. Future Contract Savings: Reductions in cost of performance of future contracts for essentially the same item resulting from VECP submitted by Contractor.
- E. Gross Savings Amount: The gross savings amount to Contract, before deductions of Owner and Contractor Costs.
- F. Owner Costs: Reasonable costs, including associated engineering costs, incurred by Owner for evaluating and implementing VECP, such as redesign, testing, and effect on other contracts, including right of way acquisition costs.
- G. VECP Construction Savings Amount: Net amount of Contract Price reduction to be realized by implementation of VECP; the Gross Savings Amount less Owner and Contractor Costs.

1.04 AREAS NOT TO BE CONSIDERED (NOT USED)

1.05 PRE-PROPOSAL SCREENING

- A. VECP Proposals will not be accepted or reviewed prior to Bid Proposal. Project shall be bid as shown on the Contract Documents.

1.06 VECP PROPOSAL SUBMITTAL

- A. Contractor shall prepare and submit three copies to Engineer.
- B. Include, as a minimum, the following information with each VECP:
 - 1. Description of the difference between existing Contract requirement and VECP.
 - 2. Comparative advantages and disadvantages between Contract requirement and VECP.
 - 3. Itemization of requirements of Contract which must be changed if VECP is adopted, and a recommendation as to how to make such change (e.g. drawing numbers and specifications).
 - 4. Justification for change in function or characteristic of each affected item and effect of change on performance of end item.

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5. Detailed cost estimate, with itemized breakdown containing quantities and unit prices for both original design and proposed change. Cost estimate shall include Contractor Costs, including amounts attributable to subcontracts. Basis for estimate shall also be included.
 6. Prediction of effects VECP would have on Owner Costs, such as additional engineering costs, Owner-furnished equipment costs, costs of related items, and costs of maintenance and operation.
 7. Statement of time by which a Change Order adopting VECP must be issued, so as to obtain maximum cost reduction.
 8. Proposed revisions to construction schedule, if any.
- C. Engineer has right to reject, without review, any VECP that does not contain herein required documentation.

1.07 CONSTRUCTION SAVINGS SHARING

- A. If VECP is accepted, resulting deductive Change Order to Contract will be in an amount equal to 50 percent of VECP Construction Savings Amount, determined as follows, $V = G - (C + O)$, where:

G = Gross Savings Amount;

C = Contractor Costs;

O = Owner Costs;

V = VECP Construction Savings Amount.

1.08 EXECUTABLE VECP

- A. If the VECP is accepted, a deductive Change Order will be prepared, in accordance with this section and “change” clause of these Contract Documents, adjusting Contract Price and other affected provisions.
- B. Unless and until a VECP Change Order is executed by both parties, Contractor shall remain obligated to perform in accordance with terms of the Contract.
- C. Acceptance of VECP and performance of the Work thereunder shall not extend Contract Times, unless specifically provided for in the Change Order authorizing VECP.
- D. Contractor’s profit shall not be reduced by application of VECP.
- E. Contractor is not entitled to share in concurrent, collateral, or future contract savings.

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- F. Owner may accept, in whole or in part, submitted VECP. Owner may modify a VECP, with concurrence of Contractor, to make it acceptable.
- G. Neither Owner nor Engineer shall be liable for delays in acting upon, or for failure to act upon, a submitted VECP.
- H. Decisions of Owner as to acceptance of VECP under these Contract Documents shall be final and shall not be subject to the "Claims" clause of Contract.
- I. Contractor may restrict Owner's right to use any portion of a VECP or its supporting data, submitted pursuant to this section, in accordance with the terms of the following if it is noted on such.

"These data are furnished pursuant to a value engineering change proposal and shall not be disclosed to an entity other than Owner and Engineer, or to be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal. This restriction does not limit Owner's right to use information contained in these data if it is or has been obtained from another source, or is otherwise available without limitations. If such a proposal is accepted by Owner by issuance of a Change Order, Owner shall have the right to duplicate, use and disclose any data pertinent to the proposal as accepted, in any manner and for any purpose whatsoever."

- J. In the event of acceptance of VECP, Contractor hereby grants to Owner all rights to use, duplicate or disclose in whole or part, in any manner and for purpose whatsoever, and to have or permit others to do so, any data reasonably necessary to fully utilize such proposal.

1.09 NONEXECUTABLE VECP

- A. If VECP is not accepted, Engineer will notify Contractor in writing, explaining reasons. Contractor's costs of development of VECP are nonrecoverable in such an event.
- B. In the event Contractor withdraws from VECP that has been previously agreed upon by all parties, Engineer's costs for evaluating VECP will be deducted from Contract Price via a Change Order.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 PROPOSAL REQUESTS

- A. Owner may, in anticipation of ordering an addition, deletion, or revision to the Work, request Contractor to prepare a detailed proposal of cost and times to perform contemplated change.
- B. Proposal request will include reference number for tracking purposes and detailed description of and reason for proposed change, and such additional information as appropriate and as may be required for Contractor to accurately estimate cost and time impact on Project.
- C. Proposal request is for information only; Contractor is neither authorized to execute proposed change nor to stop Work in progress as result of such request.
- D. Contractor's written proposal shall be transmitted to Engineer promptly, but not later than 14 days after Contractor's receipt of Owner's written request. Proposal shall remain firm for a maximum period of 45 days after receipt by Engineer.
- E. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a Claim for an adjustment in Contract Price or Contract Times (or Milestones).

1.02 CLAIMS

- A. Include, at a minimum:
 - 1. Specific references including (i) Drawing numbers, (ii) Specification section and article/paragraph number, and (iii) Submittal type, Submittal number, date reviewed, Engineer's comment, as applicable, with appropriate attachments.
 - 2. Stipulated facts and pertinent documents, including photographs and statements.
 - 3. Interpretations relied upon.
 - 4. Description of (i) nature and extent of Claim, (ii) who or what caused the situation, (iii) impact to the Work and work of others, and (iv) discussion of claimant's justification for requesting a change to price or times or both.

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5. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.
6. Requested Change in Contract Times: Include at least (i) Progress Schedule documentation showing logic diagram for request, (ii) documentation that float times available for Work have been used, and (iii) revised activity logic with durations including sub-network logic revisions, duration changes, and other interrelated schedule impacts, as appropriate.
7. Documentation as may be necessary as set forth below for Work Change Directive, and as Engineer may otherwise require.

1.03 WORK CHANGE DIRECTIVES

A. Procedures:

1. Engineer will:
 - a. Initiate, including a description of the Work involved and any attachments.
 - b. Affix signature, demonstrating Engineer's recommendation.
 - c. Transmit five copies to Owner for authorization.
2. Owner will:
 - a. Affix signature, demonstrating approval of the changes involved.
 - b. Return four copies to Engineer, who will retain one copy, send one copy to the Resident Project Representative or other field representative, and forward two copies to Contractor.
3. Upon completion of Work covered by the Work Change Directive or when final Contract Times and Contract Price are determined, Contractor shall submit documentation for inclusion in a Change Order.
4. Contractor's documentation shall include but not be limited to:
 - a. Appropriately detailed records of Work performed to enable determination of value of the Work.
 - b. Full information required to substantiate resulting change in Contract Times and Contract Price for Work. On request of Engineer, provide additional data necessary to support documentation.
 - c. Support data for Work performed on a unit price or Cost of the Work basis with additional information such as:
 - 1) Dates Work was performed, and by whom.
 - 2) Time records, wage rates paid, and equipment rental rates.
 - 3) Invoices and receipts for materials, equipment, and subcontracts, all similarly documented.

- B. Effective Date of Work Change Directive: Date of signature by Owner, unless otherwise indicated thereon.

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1.04 CHANGE ORDERS

A. Procedure:

1. Engineer will prepare one copy of proposed Change Order and transmit such with Engineer's written recommendation and request to Contractor for signature.
2. Contractor shall, upon receipt, promptly sign and return it to the Engineer for Owner's signature or return it unsigned with written justification for not executing Change Order.
3. Engineer will, upon receipt of Contractor signed copies, promptly forward Engineer's written recommendation and partially executed copy for Owner's signature, or if Contractor fails to execute the Change Order, Engineer will promptly so notify Owner and transmit Contractor's justification to Owner.
4. Upon receipt of Contractor-executed Change Order, Owner will promptly either:
 - a. Execute Change Order, and provide an electronic copy to Engineer; or
 - b. Return to Engineer unsigned copy with written justification for not executing Change Order.
5. Upon receipt of Owner-executed Change Order, Engineer will transmit electronic copy to Contractor, Resident Project Representative or other field representative, or if Owner fails to execute the Change Order, Engineer will promptly so notify Contractor and transmit Owner's justification to Contractor.
6. Upon receipt of Owner-executed Change Order, Contractor shall:
 - a. Perform Work covered by Change Order.
 - b. Revise Schedule of Values to adjust Contract Price and submit with next Application for Payment.
 - c. Revise Progress Schedule to reflect changes in Contract Times, if any, and to adjust times for other items of Work affected by change.
 - d. Enter changes in Project record documents after completion of change related Work.

B. In signing a Change Order, Owner and Contractor acknowledge and agree that:

1. Stipulated compensation (Contract Price or Contract Times, or both) set forth includes payment for (i) the Cost of the Work covered by the Change Order, (ii) Contractor's fee for overhead and profit, (iii) interruption of Progress Schedule, (iv) delay and impact, including cumulative impact, on other Work under the Contract Documents, and (v) extended overheads.

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2. Change Order constitutes full mutual accord and satisfaction for the change to the Work.
3. Unless otherwise stated in the Change Order, all requirements of the original Contract Documents apply to the Work covered by the Change Order.

1.05 FIELD ORDER

- A. Engineer will issue Field Orders, with three copies to Contractor.
- B. Effective date of the Field Order shall be the date of signature by Engineer, unless otherwise indicated thereon.
- C. Contractor shall acknowledge receipt by signing and returning one copy to Engineer.
- D. Field Orders will be incorporated into subsequent Change Orders, as a no-cost change to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 29 00
PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Informational Submittals:
 - 1. Schedule of Values: Submit on Contractor's standard form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.

1.02 CASH ALLOWANCES

- A. Consult with Engineer in selection of products or services. Obtain proposals from Suppliers and installers, and offer recommendations.
- B. Cash allowances will be administered in accordance with Paragraph 13.02 of General Conditions.
- C. Submit, with application for payment, invoice showing date of purchase, from whom the purchase was made, the date of delivery of the product or service, and the price, including delivery to the Site and applicable taxes.
- D. Cash allowances are further described as:
 - 1. Unforeseen Conditions Contingency: Consists of miscellaneous work consistent with and related to the project not indicated in the Contract Documents, but necessary to the successful completion of the Work and accomplished at the direction of the Owner.
 - 2. Owner-directed Additional Work: Consists of related sewer assessment work to be performed in conjunction with this Project at the direction of the Owner.
 - 3. Owner-Directed Site Restoration/Landscaping.

1.03 SCHEDULE OF VALUES

- A. Prepare a separate Schedule of Values for each schedule of the Work under the Agreement.
- B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.

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- C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- D. Lump Sum Work:
 - 1. Reflect specified cash and contingency allowances and alternates, as applicable.
 - 2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
 - a. Include item(s) for monthly progress schedule update.
- E. An unbalanced or front-end loaded schedule will not be acceptable.
- F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.

1.04 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form suitable to Engineer.
- C. Provide separate form for each schedule as applicable.
- D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- E. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.
- F. Preparation:
 - 1. Round values to nearest dollar.
 - 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

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1.05 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, weigh material on scales furnished by Contractor and certified accurate by state agency responsible. Obtain weight or load slip from weigher and deliver to Owner's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- E. Haul materials that are specified for measurement by the cubic yard measured in the vehicle in transport vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Load vehicles to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Quantities will be based on ground profiles shown. Field surveys will not be made to confirm accuracy of elevations shown.
- G. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.
- H. Units of measure shown on Bid Form shall be as follows, unless specified otherwise.

Item	Method of Measurement
AC	Acre—Field Measure by Engineer

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Item	Method of Measurement
CY	Cubic Yard—Field Measure by Engineer within limits specified or shown
CY-VM	Cubic Yard—Measured in Vehicle by Volume
EA	Each—Field Count by Engineer
GAL	Gallon—Field Measure by Engineer
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure by Engineer
MFBM	Thousand Foot Board Measure—[Delivery Invoice] [Field Measure by Engineer]
SF	Square Foot
SY	Square Yard
TON	Ton—Weight Measure by Scale (2,000 pounds)

1.06 PAYMENT

- A. Payment for all Lump Sum Work shown or specified in Contract Documents is included in the Contract Price. Payment will be based on a percentage complete basis for each line item of the accepted Schedule of Values.

1.07 SCOPE OF WORK

- A. Included in this Project will be the Peck/Terrell Lift Station Elimination and New Sewer Installation Project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.
- B. The project will include the removal, abandonment, replacement, relocation and installation of existing lift station and existing and proposed sewer and appurtenances including all necessary mobilization, sawcutting, pavement removal, excavation, backfill, pavement repair, sidewalk repair, concrete joint sealing, erosion control, traffic control, coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.
- C. 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.

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- D. Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

1.08 ORDER OF PRECEDENCE

- A. The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.
- B. The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

1.09 EXAMINATION OF SITE

- A. 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.

1.10 PAYMENT

- A. Payment and retainage (five percent, 5%) shall be per the General Conditions.

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- B. Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.
- C. 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 until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirement of the construction drawings and specifications before it can be installed, and this will be done at no additional cost to the City of Midland.

1.11 SAFETY REQUIREMENTS

- A. 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.
- B. The area around IDEA Travis School Campus is a very active area for pedestrian traffic, including children, and especially when school is in session. The Contractor is directed to take every precaution to protect the public and secure the project site when working in areas that impact vehicular or pedestrian traffic. Previous projects in this area have needed to utilize additional pedestrian barriers such as orange plastic safety fencing to ensure pedestrian traffic from the school stayed outside the project work zones, and the Contractor for this project should be prepared for the possibility that this or similar measures will be needed for this project as well.

1.12 TRAFFIC CONTROL

- A. Traffic control for this project will be the Contractor's responsibility. Traffic control is to adhere to the requirements outlined in Special Provisions that follow after this paragraph.
- B. All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.
- C. 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

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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 of 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.

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- 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:
 - 1) Verifying and correcting the location and orientation of all signs, barricades, and other devices;
 - 2) 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
 - 3) 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) hours;
 - 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 traveling 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.

1.13 DETOURS

- A. 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.

1.14 PROPERTY AND RIGHT-OF-WAY ACCESS

- A. 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.

1.15 PROPERTY AND RIGHT-OF-WAY SERVICE

- A. 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.

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- B. 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.
- C. 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.

1.16 CONSTRUCTION SCHEDULE:

- A. 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 cleanup.

1.17 CONSTRUCTION STAKING:

- A. 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.

1.18 SURVEY:

- A. 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.

1.19 CONSTRUCTION MATERIALS:

- A. 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 Specification, and all applicable City of Midland Standards and Specifications.
- B. For this project, the Standard Specification is hereby amended to read:
 - 1. 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.

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- C. 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.
- D. 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.
- E. 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.

1.20 EROSION CONTROL:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

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1.21 WASTE MATERIAL:

- A. 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.
- B. 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.
- C. 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.

1.22 TESTING:

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

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2. 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 percent, a maximum limit of 98 percent, and an optimum limit of 97 percent. The acceptable field density limit will be a minimum limit of 93 percent, a maximum limit of 98 percent, and an optimum limit of 95 percent. Test results are to be given to the Engineer upon completion of each test.
3. Wastewater Pipes and Structures – Perform as-built survey and closed circuit televising (CCTV) for all wastewater pipes and structures that are installed to verify the sewer grades, including all manholes.
 - a. As-Built Survey of Wastewater Structures – Provide as-built survey shots at the inverts of all wastewater structures
 - b. 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.

1.23 COMPLIANCE

- A. 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.

1.24 PERSONNEL

- A. 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.
- B. 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.

1.25 INTENT OF THE PROPOSAL

- A. 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.

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1.26 CONTRACT START DATE AND DEADLINES:

- A. The start date for this project is <DATE>. This will also serve as the Notice to Proceed date for this project.
- B. The deadline for substantial completion of this entire project is 180 calendar days total starting from the Notice to Proceed date.
- C. Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.
- D. Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

1.27 WARRANTY PERIOD

- A. 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.

1.28 BID PACKET COMPLETION ITEMS OF NOTE:

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

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- D. 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.
- E. 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.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 13
PROJECT COORDINATION

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational:

1. Photographs:
 - a. Digital Images: Submit one copy of DVD disc or external hard drive (HD) containing images within 5 days of being taken. Each image is to have a minimum file size of 1.4 Mb (1,400 Kb) so viewed resolution is high quality. The production of larger file sizes with higher resolution is encouraged.

1.02 UTILITY NOTIFICATION AND COORDINATION

A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during the Work.

1. Centurion Pipeline LP:
 - a. Contact Person: Christopher Cantrell
 - b. Telephone: 346-803-2815
2. Holly Energy Partners:
 - a. Contact Person: Kenneth "Bo" Garvin
 - b. Telephone: 432-254-3657
3. Atmos Energy:
 - a. Contact Person: Mark Lieb
 - b. Telephone: 432-967-0370
4. Oncor Power:
 - a. Contact Person: TBD
 - b. Telephone: TBD
5. Grande Communications:
 - a. Contact Person: TBD
 - b. Telephone: TBD

1.03 WORK SEQUENCING/CONSTRAINTS

A. Include the following work sequences in the Progress Schedule.

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1.04 FACILITY OPERATIONS

- A. Continuous operation of Owner's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of Owner's operations.
- C. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of Owner's facility.
- D. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by Owner and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.
- E. Construct Work in the following stages to allow for Owner's continuous occupancy and for uninterrupted operation during construction.
- F. Install and maintain bypass facilities and temporary connections required to keep Owner's sewerage system online. Sequences other than those specified will be considered upon written request to Owner and Engineer, provided they afford equivalent continuity of operations.
- G. Do not proceed with Work affecting a facility's operation without obtaining Owner's and Engineer's advance approval of the need for and duration of such Work.
- H. Relocation of Existing Facilities:
 - 1. During construction, it is expected that minor relocations of Work will be necessary.
 - 2. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, and other necessary items.
 - 3. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
 - 4. Perform relocations to minimize downtime of existing facilities.
 - 5. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by Engineer.

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1.05 ADJACENT FACILITIES AND PROPERTIES

A. Examination:

1. After Effective Date of the Agreement and before Work at Site is started, Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.
2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.

B. Documentation:

1. Record and submit documentation of observations made on examination inspections in accordance with Article Construction Photographs.
2. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

1.06 CONSTRUCTION PHOTOGRAPHS

A. General:

1. Photographically document all phases of the Project including preconstruction, construction progress, and post-construction.
2. Engineer shall have right to select subject matter and vantage point from which photographs are to be taken.
3. Digital Images: No post-session electronic editing of images is allowed. Stored image shall be actual image as captured without cropping or other edits.

B. Preconstruction and Post-Construction:

1. After Effective Date of the Agreement and before Work at Site is started, and again upon issuance of Substantial Completion, take a minimum of 50 photographs of Site and property adjacent to perimeter of Site.
2. Particular emphasis shall be directed to structures both inside and outside the Site.
3. Format: Digital, minimum resolution of 2176 by 3264 and 24-bit, millions of color.

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C. Documentation:

1. Digital Images:
 - a. Electronic image shall have date taken embedded into image.
 - b. Archive using a commercially available photo management system that provides listing of photographs including date, keyword description, and direction of photograph.
 - c. Label file folders or database records with Project and Owner's name, and month and year images were produced.

1.07 REFERENCE POINTS AND SURVEYS

- A. The elevation of principal components of the Work are as shown on Drawings. Any measurements and/or elevations required for design or construction of improvements must be field verified by Contractor.
- B. Contractor's Responsibilities:
 1. Provide additional survey and layout required to layout the Work.
 2. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
 3. In event of discrepancy in data or staking provided by Owner, request clarification before proceeding with Work.
 4. Retain professional land surveyor or civil engineer registered in state of Texas who shall perform or supervise engineering surveying necessary for additional construction staking and layout.
 5. Maintain complete accurate log of survey work as it progresses as a Record Document.
 6. On request of Engineer, submit documentation.
 7. Provide competent employee(s), tools, stakes, and other equipment and materials as Engineer may require to:
 - a. Establish control points, lines, and easement boundaries.
 - b. Check layout, survey, and measurement work performed by others.
 - c. Measure quantities for payment purposes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.

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- B. Obtain prior written authorization of Engineer and Owner before commencing Work to cut or otherwise alter:
 - 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 - 2. Weather-resistant or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Work of others.
- C. Refinish surfaces to provide an even finish.
 - 1. Refinish continuous surfaces to nearest intersection.
 - 2. Refinish entire assemblies.
 - 3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and the Work is evident in finished surfaces.
- D. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown on Drawings.
- E. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.
- F. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
- G. Remove specimens of installed Work for testing when requested by Engineer.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 GENERAL

- A. Contractor shall schedule physical arrangements for meetings throughout progress of the Work, prepare meeting agenda with regular participant input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within 5 days after each meeting to participants and parties affected by meeting decisions.

1.02 PRECONSTRUCTION CONFERENCE

- A. Contractor shall be prepared to discuss the following subjects, as a minimum:

1. Required schedules.
2. Status of Bonds and insurance.
3. Sequencing of critical path work items.
4. Progress payment procedures.
5. Project changes and clarification procedures.
6. Use of Site, access, office and storage areas, security and temporary facilities.
7. Major product delivery and priorities.
8. Contractor's safety plan and representative.

- B. Attendees will include:

1. Owner's representatives.
2. Contractor's office representative.
3. Contractor's resident superintendent.
4. Contractor's quality control representative.
5. Subcontractors' representatives whom Contractor may desire or Engineer may request to attend.
6. Engineer's representatives.
7. Others as appropriate.

1.03 PRELIMINARY SCHEDULES REVIEW MEETING

- A. As set forth in General Conditions and Section 01 32 00, Construction Progress Documentation.

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1.04 PROGRESS MEETINGS

- A. Engineer will schedule regular progress meetings at Site, conducted monthly to review the Work progress, Progress Schedule, Schedule of Submittals, Application for Payment, contract modifications, and other matters needing discussion and resolution.
- B. Attendees will include:
 - 1. Owner's representative(s), as appropriate.
 - 2. Contractor, Subcontractors, and Suppliers, as appropriate.
 - 3. Engineer's representative(s).
 - 4. Others as appropriate.

1.05 PREINSTALLATION MEETINGS

- A. When required in individual Specification sections, convene at Site prior to commencing the Work of that section.
- B. Require attendance of entities directly affecting, or affected by, the Work of that section.
- C. Notify Engineer 7 days in advance of meeting date.
- D. Provide suggested agenda to Engineer to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related Work and work of others.

1.06 OTHER MEETINGS

- A. In accordance with Contract Documents and as may be required by Owner and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Preliminary Progress Schedule: Submit at least 7 days prior to preconstruction conference.
2. Days shall mean calendar days unless specifically “work or working” precedes days.
3. Detailed Progress Schedule:
 - a. Submit initial Detailed Progress Schedule within 60 days after Effective Date of the Agreement.
 - b. Submit an Updated Progress Schedule at each update, in accordance with Article Detailed Progress Schedule.
 - c. Updated Progress Schedule indicate a late substantial or final completion date, a Critical Path Method network shall be submitted for review and approval for the steps/changes proposed by the Contractor to bring the project back on schedule. Changes to the Progress Schedule shall not be made prior to approval of changes.
4. Submit with Each Progress Schedule Submission:
 - a. Contractor’s certification that Progress Schedule and Critical Path Method submission is actual schedule being used for execution of the Work.
 - b. Progress Schedule: Two legible copies.
 - c. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
5. Prior to final payment, submit a final Updated Progress Schedule.

1.02 PRELIMINARY PROGRESS SCHEDULE

- A. In addition to basic requirements outlined in General Conditions, show a detailed schedule, beginning with Notice to Proceed, for minimum duration of 90 days, and a summary of balance of Project through Final Completion.
- B. Show activities including, but not limited to the following:
 1. Notice to Proceed.
 2. Permits.

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3. Submittals, with review time. Contractor may use Schedule of Submittals specified in Section 01 33 00, Submittal Procedures.
 4. Early procurement activities for long lead equipment and materials.
 5. Initial Site work.
 6. Earthwork.
 7. Specified Work sequences and construction constraints.
 8. Contract Milestone and Completion Dates.
 9. Owner-furnished products delivery dates or ranges of dates.
 10. Major structural, mechanical, equipment, electrical, architectural, and instrumentation and control Work.
 11. System startup summary.
 12. Project close-out summary.
 13. Demobilization summary.
- C. Update Preliminary Progress Schedule monthly as part of progress payment process. Failure to do so may result in the Owner withholding all or part of the monthly progress payment until the Preliminary Progress Schedule is updated in a manner acceptable to Engineer.
- D. Format: In accordance with Article Progress Schedule—Critical Path.

1.03 DETAILED PROGRESS SCHEDULE

- A. In addition to requirements of General Conditions, submit Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion. Contractor shall submit Owner approved Critical Path network within 30 days following notice to proceed.
- B. Show the duration and sequences of activities required for complete performance of the Work reflecting means and methods chosen by Contractor.
- C. When accepted by Engineer, Detailed Progress Schedule will replace Preliminary Progress Schedule and become Baseline Schedule. Subsequent revisions will be considered as Updated Progress Schedules.
- D. Format: In accordance with Article Progress Schedule—Critical Path.
- E. Update monthly to reflect actual progress and occurrences to date, including weather delays.

1.04 PROGRESS SCHEDULE—CRITICAL PATH NETWORK

- A. General: Comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) 580, "Construction Project Planning and Scheduling Guidelines." If a conflict occurs between the AGC publication and this specification, this specification shall govern.

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B. Contents:

1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
2. Identify Work calendar basis using days as a unit of measure.
3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work.
4. Identify the Work of separate stages and other logically grouped activities, and clearly identify critical path of activities.
5. Reflect sequences of the Work, restraints, delivery windows, review times, Contract Times and Project Milestones set forth in the Agreement and Section 01 31 13, Project Coordination.
6. Include as applicable, at a minimum:
 - a. Obtaining permits, submittals for early product procurement, and long lead time items.
 - b. Mobilization and other preliminary activities.
 - c. Initial Site work.
 - d. Specified Work sequences, constraints, and Milestones, including Substantial Completion date(s) Subcontract Work.
 - e. Major equipment design, fabrication, factory testing, and delivery dates.
 - f. Delivery dates for Owner-furnished products, as specified in Section 01 11 00, Summary of Work.
 - g. Sitework.
 - h. Concrete Work.
 - i. Structural steel Work.
 - j. Architectural features Work.
 - k. Conveying systems Work.
 - l. Equipment Work.
 - m. Mechanical Work.
 - n. Electrical Work.
 - o. Instrumentation and control Work.
 - p. Interfaces with Owner-furnished equipment.
 - q. Other important Work for each major facility.
 - r. Equipment and system startup and test activities.
 - s. Project closeout and cleanup.
 - t. Demobilization.
7. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day nor more than 14 days, unless otherwise approved.
8. Activity duration for Submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.

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C. Network Graphical Display:

1. Plot or print on paper not greater than 30 inches by 42 inches or smaller than 22 inches by 34 inches, unless otherwise approved.
2. Title Block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
3. Identify horizontally across top of schedule the time frame by year, month, and day.
4. Identify each activity with a unique number and a brief description of the Work associated with that activity.
5. Indicate the critical path.
6. Show, at a minimum, the controlling relationships between activities.
7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
8. Plot activities on an early start basis unless otherwise requested by Engineer.
9. Provide a legend to describe standard and special symbols used.

D. Schedule Report:

1. On 8-1/2-inch by 11-inch white paper, unless otherwise approved.
2. List information for each activity in tabular format, including at a minimum:
 - a. Activity Identification Number.
 - b. Activity Description.
 - c. Original Duration.
 - d. Remaining Duration.
 - e. Early Start Date (Actual start on Updated Progress Schedules).
 - f. Early Finish Date (Actual finish on Updated Progress Schedules).
 - g. Late Start Date.
 - h. Late Finish Date.
 - i. Total Float.
3. Sort reports, in ascending order, as listed below:
 - a. Activity number sequence with predecessor and successor activity.

1.05 PROGRESS OF THE WORK

A. Updated Progress Schedule shall reflect:

1. Progress of Work to within 5 working days prior to submission.
2. Approved changes in Work scope and activities modified since submission.

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3. Delays in Submittals or resubmittals, deliveries, or Work.
 4. Adjusted or modified sequences of Work.
 5. Other identifiable changes.
 6. Revised projections of progress and completion.
 7. Report of changed logic.
- B. Produce detailed subschedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work such as facility shutdowns.
- C. If an activity is not completed by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), submit, within 7 days of such failure, a written statement as to how nonperformance will be corrected to return Project to acceptable current Progress Schedule. Actions by Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.
- D. Owner may order Contractor to increase plant, equipment, labor force, or working hours if Contractor fails to:
1. Complete a Milestone activity by its completion date.
 2. Satisfactorily execute Work as necessary to prevent delay to overall completion of Project, at no additional cost to Owner.

1.06 NARRATIVE PROGRESS REPORT

- A. Format:
1. Organize same as Progress Schedule.
 2. Identify, on a cover letter, reporting period, date submitted, and name of author of report.
- B. Contents:
1. Number of days worked over the period, work force on hand, construction equipment on hand (including utility vehicles such as pickup trucks, maintenance vehicles, stake trucks).
 2. General progress of Work, including a listing of activities started and completed over the reporting period, mobilization/demobilization of subcontractors, and major milestones achieved.
 3. Contractor's plan for management of Site (for example, lay down and staging areas, construction traffic), use of construction equipment, buildup of trade labor, and identification of potential Contract changes.
 4. Identification of new activities and sequences as a result of executed Contract changes.

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5. Documentation of weather conditions over the reporting period, and any resulting impacts to the work.
6. Description of actual or potential delays, including related causes, and the steps taken or anticipated to mitigate their impact.
7. Changes to activity logic.
8. Changes to the critical path.
9. Identification of, and accompanying reason for, any activities added or deleted since the last report.
10. Steps taken to recover the schedule from Contractor-caused delays.

1.07 SCHEDULE ACCEPTANCE

A. Engineer's acceptance will demonstrate agreement that:

1. Proposed schedule is accepted with respect to:
 - a. Contract Times, including Final Completion and all intermediate Milestones, are within the specified times.
 - b. Specified Work sequences and constraints are shown as specified.
 - c. Specified Owner-furnished Equipment or Material arrival dates, or range of dates, are included.
 - d. Access restrictions are accurately reflected.
 - e. Startup and testing times are as specified.
 - f. Submittal review times are as specified.
 - g. Startup testing duration is as specified and timing is acceptable.
2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that, in Engineer's judgment, schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.

B. Unacceptable Preliminary Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, including updating schedule on a monthly basis to reflect actual progress and occurrences to date.

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- C. Unacceptable Detailed Progress Schedule:
 - 1. Make requested corrections; resubmit within 10 days.
 - 2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.
- D. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline Progress Schedule, shall be delineated in Narrative Report current with proposed Updated Progress Schedule.

1.08 ADJUSTMENT OF CONTRACT TIMES

- A. Reference General Conditions and Section 01 26 00, Contract Modification Procedures.
- B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.
- C. Claims Based on Contract Times:
 - 1. Where Engineer has not yet rendered formal decision on Contractor's Claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, reflect an interim adjustment in the Progress Schedule as acceptable to Engineer.
 - 2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or Owner and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
 - 3. Revise Progress Schedule prepared thereafter in accordance with Engineer's formal decision.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittal: Information submitted by Contractor that requires Engineer's review and determination that submitted information is in accordance with the Conditions of the Contract.

1.02 PROCEDURES

- A. Direct submittals to Engineer at the following, unless specified otherwise.
 - 1. Available at preconstruction conference.
- B. Electronic Submittals: Submittals may be made in electronic format.
 - 1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
 - 2. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
 - 3. PDF files shall be set to open "Bookmarks and Page" view.
 - 4. Add general information to each PDF file, including title, subject, author, and keywords.
 - 5. PDF files shall be set up to print legibly at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
 - 6. Submit new electronic files for each resubmittal.
 - 7. Include a copy of the Transmittal of Contractor's Submittal form, located at end of section, with each electronic file.
 - 8. Provide Engineer with authorization to reproduce and distribute each file as many times as necessary for Project documentation.
 - 9. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

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C. Transmittal of Submittal:

1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform approval stamp before submitting to Engineer.
 - 1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2) Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form attached at end of this section.
3. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and Engineer's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
4. Identify and describe each deviation or variation from Contract Documents.

D. Format:

1. Do not base Shop Drawings on reproductions of Contract Documents.
2. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in specification.
3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
4. Index with labeled tab dividers in orderly manner.

E. Timeliness: Schedule and submit in accordance Schedule of Submittals and requirements of individual specification sections.

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F. Processing Time:

1. Time for review shall commence on Engineer's receipt of submittal.
2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 14 days after receipt, unless otherwise specified.
3. Resubmittals will be subject to same review time.
4. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.

G. Resubmittals: Clearly identify each correction or change made.

H. Incomplete Submittals:

1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp; completed and signed.
 - b. Transmittal of Contractor's Submittal; completed and signed.
 - c. Insufficient number of copies.

I. Submittals not required by Contract Documents:

1. Will not be reviewed and will be returned stamped "Not Subject to Review."
2. Engineer will keep one copy and return submittal to Contractor.

1.03 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual specification sections.

B. Shop Drawings:

1. Identify and Indicate:
 - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.

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2. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.
 - b. Supplement standard information to provide information specifically applicable to the Work.
3. Product Data: Provide as specified in individual specifications.
4. Foreign Manufacturers: When proposed, include names and addresses of at least two companies that maintain technical service representatives close to Project.

C. Samples:

1. Copies: Two, unless otherwise specified in individual specifications.
2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - a. Manufacturer name.
 - b. Model number.
 - c. Material.
 - d. Sample source.
3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
4. Full-size Samples:
 - a. Size as indicated in individual specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.

D. Action Submittal Dispositions: Engineer will review, comment, stamp, and distribute as noted:

1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.
2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution: Electronic.
3. Partial Approval, Resubmit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution: Electronic.

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4. Revise and Resubmit:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.

1.04 INFORMATIONAL SUBMITTALS

A. General:

1. Refer to individual specification sections for specific submittal requirements.
2. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copy to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will retain one copy and return remaining copy with review comments to Contractor, and require that submittal be corrected and resubmitted.

B. Certificates:

1. General:
 - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
2. Welding: In accordance with individual specification sections.
3. Installer: Prepare written statements on manufacturer's letterhead certifying installer complies with requirements as specified in individual specification section.
4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual specification sections.
6. Manufacturer's Certificate of Compliance: In accordance with Section 01 61 00, Common Product Requirements.
7. Manufacturer's Certificate of Proper Installation: In accordance with Section 01 43 33, Manufacturers' Field Services.

C. Construction Photographs: In accordance with Section 01 31 13, Project Coordination, and as may otherwise be required in Contract Documents.

D. Closeout Submittals: In accordance with Section 01 77 00, Closeout Procedures.

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- E. Contractor-design Data (related to temporary construction):
1. Written and graphic information.
 2. List of assumptions.
 3. List of performance and design criteria.
 4. Summary of loads or load diagram, if applicable.
 5. Calculations.
 6. List of applicable codes and regulations.
 7. Name and version of software.
 8. Information requested in individual specification section.
- F. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual specification section.
- G. Payment:
1. Application for Payment: In accordance with Section 01 29 00, Payment Procedures.
 2. Schedule of Values: In accordance with Section 01 29 00, Payment Procedures.
- H. Quality Control Documentation: As required in Section 01 45 16.13, Contractor Quality Control.
- I. Schedules:
1. Schedule of Submittals: Prepare separately or in combination with Progress Schedule as specified in Section 01 32 00, Construction Progress Documentation.
 - a. Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system as specified under Paragraph Transmittal of Submittal.
 - 3) Estimated date of submission to Engineer, including reviewing and processing time.
 - b. On a monthly basis, submit updated Schedule of Submittals to Engineer if changes have occurred or resubmittals are required.
 2. Progress Schedules: In accordance with Section 01 32 00, Construction Progress Documentation.
- J. Special Guarantee: Supplier's written guarantee as required in individual specification sections.

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- K. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.
- L. Submittals Required by Laws, Regulations, and Governing Agencies:
 - 1. Promptly submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 - 2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.
- M. Test, Evaluation, and Inspection Reports:
 - 1. General: Shall contain signature of person responsible for test or report.
 - 2. Factory:
 - a. Identification of product and specification section, type of inspection or test with referenced standard or code.
 - b. Date of test, Project title and number, and name and signature of authorized person.
 - c. Test results.
 - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - e. Provide interpretation of test results, when requested by Engineer.
 - f. Other items as identified in individual specification sections.
 - 3. Field:
 - a. As a minimum, include the following:
 - 1) Project title and number.
 - 2) Date and time.
 - 3) Record of temperature and weather conditions.
 - 4) Identification of product and specification section.
 - 5) Type and location of test, Sample, or inspection, including referenced standard or code.
 - 6) Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - 7) If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - 8) Provide interpretation of test results, when requested by Engineer.
 - 9) Other items as identified in individual specification sections.

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- N. Training Data: In accordance with Section 01 43 33, Manufacturers' Field Services.

1.05 SUPPLEMENTS

- A. The supplements listed below, following "End of Section", are part of this specification.

1. Forms: Transmittal of Contractor's Submittal.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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JACOBS® TRANSMITTAL OF CONTRACTOR'S SUBMITTAL (ATTACH TO EACH SUBMITTAL)			
DATE: _____			
TO: _____ _____ _____ _____ _____		Submittal No.: _____ ☐ New Submittal ☐ Resubmittal Project: _____ Project No.: _____ Specification Section No.: _____ (Cover only one section with each transmittal) Schedule Date of Submittal: _____ _____	
FROM: _____ Contractor _____ _____ _____			
SUBMITTAL TYPE:	☐ Shop Drawing	☐ Sample	☐ Informational
	☐ Deferred		

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
Contractor (Authorized Signature)

SECTION 01 42 13
ABBREVIATIONS AND ACRONYMS

PART 1 GENERAL

1.01 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES

- A. Work specified by reference to published standard or specification of government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet requirements or surpass minimum standards of quality for materials and workmanship established by designated standard or specification.
- B. Where so specified, products or workmanship shall also meet or exceed additional prescriptive or performance requirements included within Contract Documents to establish a higher or more stringent standard of quality than required by referenced standard.
- C. Where two or more standards are specified to establish quality, product and workmanship shall meet or exceed requirements of most stringent.
- D. Where both a standard and a brand name are specified for a product in Contract Documents, proprietary product named shall meet or exceed requirements of specified reference standard.
- E. Copies of standards and specifications of technical societies:
 - 1. Copies of applicable referenced standards have not been bound in these Contract Documents.
 - 2. Where copies of standards are needed by Contractor, obtain a copy or copies directly from publication source and maintain in an orderly manner at the Site as Work Site records, available to Contractor's personnel, Subcontractors, Owner, and Engineer.

1.02 ABBREVIATIONS

- A. Abbreviations for trade organizations and government agencies: Following is a list of construction industry organizations and government agencies to which references may be made in the Contract Documents, with abbreviations used.
 - 1. AA Aluminum Association
 - 2. AABC Associated Air Balance Council

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3.	AAMA	American Architectural Manufacturers Association
4.	AASHTO	American Association of State Highway and Transportation Officials
5.	ABMA	American Bearing Manufacturers' Association
6.	ACI	American Concrete Institute
7.	AEIC	Association of Edison Illuminating Companies
8.	AGA	American Gas Association
9.	AGMA	American Gear Manufacturers' Association
10.	AI	Asphalt Institute
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AITC	American Institute of Timber Construction
14.	ALS	American Lumber Standards
15.	AMCA	Air Movement and Control Association
16.	ANSI	American National Standards Institute
17.	APA	APA – The Engineered Wood Association
18.	API	American Petroleum Institute
19.	APWA	American Public Works Association
20.	AHRI	Air-Conditioning, Heating, and Refrigeration Institute
21.	ASA	Acoustical Society of America
22.	ASABE	American Society of Agricultural and Biological Engineers
23.	ASCE	American Society of Civil Engineers
24.	ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
25.	ASME	American Society of Mechanical Engineers
26.	ASNT	American Society for Nondestructive Testing
27.	ASSE	American Society of Sanitary Engineering
28.	ASTM	ASTM International
29.	AWI	Architectural Woodwork Institute
30.	AWPA	American Wood Preservers' Association
31.	AWPI	American Wood Preservers' Institute
32.	AWS	American Welding Society
33.	AWWA	American Water Works Association
34.	BHMA	Builders Hardware Manufacturers' Association
35.	CBM	Certified Ballast Manufacturer
36.	CDA	Copper Development Association
37.	CGA	Compressed Gas Association
38.	CISPI	Cast Iron Soil Pipe Institute
39.	CMAA	Crane Manufacturers' Association of America
40.	CRSI	Concrete Reinforcing Steel Institute
41.	CS	Commercial Standard

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42.	CSA	Canadian Standards Association
43.	CSI	Construction Specifications Institute
44.	DIN	Deutsches Institut für Normung e.V.
45.	DIPRA	Ductile Iron Pipe Research Association
46.	EIA	Electronic Industries Alliance
47.	EJCDC	Engineers Joint Contract Documents' Committee
48.	ETL	Electrical Test Laboratories
49.	FAA	Federal Aviation Administration
50.	FCC	Federal Communications Commission
51.	FDA	Food and Drug Administration
52.	FEMA	Federal Emergency Management Agency
53.	FIPS	Federal Information Processing Standards
54.	FM	FM Global
55.	Fed. Spec.	Federal Specifications (FAA Specifications)
56.	FS	Federal Specifications and Standards (Technical Specifications)
57.	GA	Gypsum Association
58.	GANA	Glass Association of North America
59.	HI	Hydraulic Institute
60.	HMI	Hoist Manufacturers' Institute
61.	IBC	International Building Code
62.	ICBO	International Conference of Building Officials
63.	ICC	International Code Council
64.	ICEA	Insulated Cable Engineers' Association
65.	IFC	International Fire Code
66.	IEEE	Institute of Electrical and Electronics Engineers, Inc.
67.	IESNA	Illuminating Engineering Society of North America
68.	IFI	Industrial Fasteners Institute
69.	IGMA	Insulating Glass Manufacturer's Alliance
70.	IMC	International Mechanical Code
71.	INDA	Association of the Nonwoven Fabrics Industry
72.	IPC	International Plumbing Code
73.	ISA	International Society of Automation
74.	ISO	International Organization for Standardization
75.	ITL	Independent Testing Laboratory
76.	JIC	Joint Industry Conferences of Hydraulic Manufacturers
77.	MIA	Marble Institute of America
78.	MIL	Military Specifications
79.	MMA	Monorail Manufacturers' Association
80.	MSS	Manufacturer's Standardization Society

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81.	NAAMM	National Association of Architectural Metal Manufacturers
82.	NACE	NACE International
83.	NBGQA	National Building Granite Quarries Association
84.	NEBB	National Environmental Balancing Bureau
85.	NEC	National Electrical Code
86.	NECA	National Electrical Contractor's Association
87.	NEMA	National Electrical Manufacturers' Association
88.	NESC	National Electrical Safety Code
89.	NETA	InterNational Electrical Testing Association
90.	NFPA	National Fire Protection Association
91.	NHLA	National Hardwood Lumber Association
92.	NICET	National Institute for Certification in Engineering Technologies
93.	NIST	National Institute of Standards and Technology
94.	NRCA	National Roofing Contractors Association
95.	NRTL	Nationally Recognized Testing Laboratories
96.	NSF	NSF International
97.	NSPE	National Society of Professional Engineers
98.	NTMA	National Terrazzo and Mosaic Association
99.	NWWDA	National Wood Window and Door Association
100.	OSHA	Occupational Safety and Health Act (both Federal and State)
101.	PCI	Precast/Prestressed Concrete Institute
102.	PEI	Porcelain Enamel Institute
103.	PPI	Plastic Pipe Institute
104.	PS	Product Standards Section-U.S. Department of Commerce
105.	RMA	Rubber Manufacturers' Association
106.	RUS	Rural Utilities Service
107.	SAE	SAE International
108.	SDI	Steel Deck Institute
109.	SDI	Steel Door Institute
110.	SJI	Steel Joist Institute
111.	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
112.	SPI	Society of the Plastics Industry
113.	SSPC	The Society for Protective Coatings
114.	STI/SPFA	Steel Tank Institute/Steel Plate Fabricators Association
115.	SWI	Steel Window Institute
116.	TEMA	Tubular Exchanger Manufacturers' Association
117.	TCA	Tile Council of North America
118.	TIA	Telecommunications Industry Association

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119. UBC	Uniform Building Code
120. UFC	Uniform Fire Code
121. UL	formerly Underwriters Laboratories Inc.
122. UMC	Uniform Mechanical Code
123. USBR	U.S. Bureau of Reclamation
124. WCLIB	West Coast Lumber Inspection Bureau
125. WI	Wood Institute
126. WWPA	Western Wood Products Association

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 43 33
MANUFACTURERS' FIELD SERVICES

PART 1 GENERAL

1.01 DEFINITIONS

- A. Person-Day: One person for 8 hours within regular Contractor working hours.

1.02 QUALIFICATION OF MANUFACTURER'S REPRESENTATIVE

- A. Authorized representative of the manufacturer, factory trained, and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system, with full authority by the equipment manufacturer to issue the certifications required of the manufacturer. Additional qualifications may be specified in the individual specification section.
- B. Representative subject to acceptance by Owner. No substitute representatives will be allowed unless prior written approval by such has been given.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 FULFILLMENT OF SPECIFIED MINIMUM SERVICES

- A. Furnish manufacturers' services, when required by an individual specification section, to meet the requirements of this section.
- B. Where time is necessary in excess of that stated in the Specifications for manufacturers' services, or when a minimum time is not specified, time required to perform specified services shall be considered incidental.
- C. Schedule manufacturer' services to avoid conflict with other onsite testing or other manufacturers' onsite services.
- D. Determine, before scheduling services, that conditions necessary to allow successful testing have been met.
- E. Only those days of service approved by Engineer will be credited to fulfill specified minimum services.

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- F. When specified in individual specification sections, manufacturer's onsite services shall include:
1. Assistance during product (system, subsystem, or component) installation to include observation, guidance, instruction of Contractor's assembly, erection, installation or application procedures.
 2. Inspection, checking, and adjustment as required for product (system, subsystem, or component) to function as warranted by manufacturer and necessary to furnish Manufacturer's Certificate of Proper Installation.
 3. Providing, on a daily basis, copies of manufacturers' representatives field notes and data to Engineer.
 4. Revisiting the Site as required to correct problems and until installation and operation are acceptable to Engineer.
 5. Resolution of assembly or installation problems attributable to or associated with respective manufacturer's products and systems.
 6. Assistance during functional and performance testing, and facility startup and evaluation.
 7. Training of Owner's personnel in the operation and maintenance of respective product as required.

3.02 MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

- A. When so specified, a Manufacturer's Certificate of Proper Installation form, a copy of which is attached to this section, shall be completed, and signed by equipment manufacturer's representative.
- B. Such form shall certify signing party is a duly authorized representative of manufacturer, is empowered by manufacturer to inspect, approve, and operate their equipment and is authorized to make recommendations required to ensure equipment is complete and operational.

3.03 SUPPLEMENTS

- A. The supplement listed below, following "End of Section," is part of this specification.
1. Manufacturer's Certificate of Proper Installation.

END OF SECTION

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MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER _____ EQPT SERIAL NO: _____

EQPT TAG NO: _____ EQPT/SYSTEM: _____

PROJECT NO: _____ SPEC. SECTION: _____

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

- ☐ Installed in accordance with Manufacturer's recommendations.
- ☐ Inspected, checked, and adjusted.
- ☐ Serviced with proper initial lubricants.
- ☐ Electrical and mechanical connections meet quality and safety standards.
- ☐ All applicable safety equipment has been properly installed.
- ☐ Functional tests.
- ☐ System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments: _____

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20____

Manufacturer: _____

By Manufacturer's Authorized Representative: _____

(Authorized Signature)

SECTION 01 45 16.13
CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
 - a. D3740, Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - b. E329, Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

1.02 DEFINITIONS

A. Contractor Quality Control (CQC): The means by which Contractor ensures that the construction, to include that performed by subcontractors and suppliers, complies with the requirements of the Contract.

1.03 SUBMITTALS

A. Informational Submittals:

1. CQC Report: Submit, weekly, an original and one copy in report form.

1.04 OWNER'S QUALITY ASSURANCE

A. All Work is subject to Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents.

B. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:

1. Relieve Contractor of responsibility for providing adequate quality control measures;
2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
3. Constitute or imply acceptance; or
4. Affect the continuing rights of Owner after acceptance of the completed Work.

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- C. The presence or absence of a quality assurance inspector does not relieve Contractor from any Contract requirement.
- D. Promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Engineer.
- E. Owner may charge Contractor for any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Quality assurance inspections and tests will be performed in a manner that will not unnecessarily delay the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to the Contract Documents.
- B. Maintain complete inspection records and make them available at all times to Owner and Engineer.
- C. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract Documents. The system shall cover all construction and demolition operations, both onsite and offsite, including Work by subcontractors, fabricators, suppliers and purchasing agents, and shall be keyed to the proposed construction sequence.

3.02 COORDINATION MEETING

- A. After the Preconstruction Conference, but before start of construction, and prior to acceptance of the CQC Plan, schedule a meeting with Engineer and Owner to discuss the quality control system.
- B. Develop a mutual understanding of the system details, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite Work, and the interrelationship of Contractor's management and control with the Owner's Quality Assurance.

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- C. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by Contractor.

3.03 QUALITY CONTROL ORGANIZATION

A. CQC System Manager:

- 1. Designate an individual within Contractor's organization who will be responsible for overall management of CQC and have the authority to act in CQC matters for the Contractor.
- 2. Identify an alternate for CQC System Manager to serve with full authority during the System Manager's absence. The requirements for the alternate will be the same as for designated CQC System Manager.

B. CQC Staff:

- 1. Designate a CQC staff, available at the Site at all times during progress, with complete authority to take any action necessary to ensure compliance with the Contract. CQC staff members shall be subject to acceptance by Engineer.
- 2. CQC staff shall take direction from CQC System Manager in matters pertaining to QC.
- 3. CQC staff must be of sufficient size to ensure adequate QC coverage of Work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.
- 4. The actual strength of the CQC staff may vary during any specific Work period to cover the needs of the Project. Add additional staff when necessary for a proper CQC organization.

- C. Organizational Changes: Obtain Engineer's acceptance before replacing any member of the CQC staff. Requests for changes shall include name, qualifications, duties, and responsibilities of the proposed replacement.

3.04 QUALITY CONTROL PHASING

A. CQC shall include at least three phases of control to be conducted by CQC System Manager for all definable features of Work, as follows:

- 1. Preparatory Phase:
 - a. Notify Owner at least 48 hours in advance of beginning any of the required action of the preparatory phase.

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- b. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The CQC System Manager shall instruct applicable CQC staff as to the acceptable level of workmanship required in order to meet Contract requirements.
 - c. Document the results of the preparatory phase meeting by separate minutes prepared by the CQC System Manager and attached to the QC report.
 - d. Perform prior to beginning Work on each definable feature of Work:
 - 1) Review applicable Contract Specifications.
 - 2) Review applicable Contract Drawings.
 - 3) Verify that all materials and/or equipment have been tested, submitted, and approved.
 - 4) Verify that provisions have been made to provide required control inspection and testing.
 - 5) Examine the Work area to verify that all required preliminary Work has been completed and is in compliance with the Contract.
 - 6) Perform a physical examination of required materials, equipment, and sample Work to verify that they are on hand, conform to approved Shop Drawing or submitted data, and are properly stored.
 - 7) Review the appropriate activity hazard analysis to verify safety requirements are met.
 - 8) Review procedures for constructing the Work, including repetitive deficiencies.
 - 9) Document construction tolerances and workmanship standards for that phase of the Work.
 - 10) Check to verify that the plan for the Work to be performed, if so required, has been accepted by Engineer.
2. Initial Phase:
- a. Accomplish at the beginning of a definable feature of Work:
 - 1) Notify Owner at least 48 hours in advance of beginning the initial phase.
 - 2) Perform prior to beginning Work on each definable feature of Work:
 - a) Review minutes of the preparatory meeting.
 - b) Check preliminary Work to verify compliance with Contract requirements.
 - c) Verify required control inspection and testing.

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- d) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Comparison with sample panels is appropriate.
 - e) Resolve all differences.
 - f) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
 - 3) Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
 - 4) The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.
3. Follow-up Phase:
- a. Perform daily checks to verify continuing compliance with Contract requirements, including control testing, until completion of the particular feature of Work.
 - b. Daily checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of Work for the day or shift.
 - c. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of Work that will be affected by the deficient Work. Constructing upon or concealing nonconforming Work will not be allowed.
4. Additional Preparatory and Initial Phases: Additional preparatory and initial phases may be conducted on the same definable features of Work as determined by Owner if the quality of ongoing Work is unacceptable; or if there are changes in the applicable QC staff or in the onsite production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.05 CONTRACTOR QUALITY CONTROL REPORT

- A. As a minimum, prepare a CQC report for every 7 calendar days. Account for all days throughout the life of the Contract. Reports shall be signed and dated by CQC System Manager. Include copies of test reports and copies of reports prepared by QC staff.
- B. Maintain current records of quality control operations, activities, and tests performed, including the Work of subcontractors and suppliers.

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C. Records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

1. Contractor/subcontractor and their areas of responsibility.
2. Operating plant/equipment with hours worked, idle, or down for repair.
3. Work performed today, giving location, description, and by whom.
When a network schedule is used, identify each phase of Work performed each day by activity number.
4. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
5. Material received with statement as to its acceptability and storage.
6. Identify submittals reviewed, with Contract reference, by whom, and action taken.
7. Offsite surveillance activities, including actions taken.
8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
9. List instructions given/received and conflicts in Drawings and/or Specifications.
10. Contractor's verification statement.
11. Indicate a description of trades working on the Project; the number of personnel working; weather conditions encountered; and any delays encountered.
12. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the Contract.

3.06 SUBMITTAL QUALITY CONTROL

A. Submittals shall be as specified in Section 01 33 00, Submittal Procedures. The CQC organization shall be responsible for certifying that all submittals are in compliance with the Contract requirements. Owner will furnish copies of test report forms upon request by Contractor. Contractor may use other forms as approved.

3.07 TESTING QUALITY CONTROL

A. Testing Procedure:

1. Perform tests specified or required to verify that control measures are adequate to provide a product which conforms to Contract requirements.

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Procure services of a licensed testing laboratory. Perform the following activities and record the following data:

- a. Verify testing procedures comply with contract requirements.
- b. Verify facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Documentation:
 - 1) Record results of all tests taken, both passing and failing, on the CQC report for the date taken.
 - 2) Include specification paragraph reference, location where tests were taken, and the sequential control number identifying the test.
 - 3) Actual test reports may be submitted later, if approved by Engineer, with a reference to the test number and date taken.
 - 4) Provide directly to Engineer an information copy of tests performed by an offsite or commercial test facility. Test results shall be signed by an engineer registered in the state where the tests are performed.
 - 5) Failure to submit timely test reports, as stated, may result in nonpayment for related Work performed and disapproval of the test facility for this Contract.

- B. Testing Laboratories: Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D3740 and ASTM E329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. Personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

3.08 COMPLETION INSPECTION

- A. CQC System Manager shall conduct an inspection of the Work at the completion of all Work or any milestone established by a completion time stated in the Contract.

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B. Punchlist:

1. CQC System Manager shall develop a punchlist of items which do not conform to the Contract requirements.
2. Include punchlist in the CQC report, indicating the estimated date by which the deficiencies will be corrected.
3. CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Owner.
4. These inspections and any deficiency corrections required will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the Project is divided into increments by separate completion dates.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Association of Nurserymen (AAN): American Standards for Nursery Stock.
 2. Federal Emergency Management Agency (FEMA).
 3. National Fire Prevention Association (NFPA): 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
 4. Telecommunications Industry Association (TIA); Electronic Industries Alliance (EIA): 568B, Commercial Building Telecommunications Cabling Standard.
 5. U.S. Department of Agriculture (USDA): Urban Hydrology for Small Watersheds.
 6. U.S. Weather Bureau: Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 Years.

1.02 SUBMITTALS

- A. Informational Submittals:
1. Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
 2. Temporary Construction Submittals:
 - a. Fencing and protective barrier locations and details.
 - b. Staging area location plan
Traffic and Pedestrian Control and Routing Plans: As specified herein, and proposed revisions thereto.
 3. Temporary Control Submittals:
 - a. Bypass pumping plan
 - b. Sewer spill response plan.
 - c. Plan for disposal of waste materials and intended haul routes.

1.03 MOBILIZATION

- A. Mobilization includes, but is not limited to, these principal items:
1. Obtaining required permits.

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2. Moving Contractor's field office and equipment required for first month operations onto Site.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
5. Arranging for and erection of Contractor's work and storage yard.
6. Posting OSHA required notices and establishing safety programs and procedures.
7. Having Contractor's superintendent at Site full time.

1.04 PROTECTION OF WORK AND PROPERTY

- A. Comply with Owner's safety rules while on Owner's property.
- B. Keep Owner informed of serious onsite accidents and related claims.
- C. Use of Explosives: No blasting or use of explosives will be allowed onsite.

1.05 VEHICULAR TRAFFIC

- A. Traffic Control Plan: Contractor shall provide and submit traffic control plan in accordance with the requirements of the Texas Department of Transportation (TXDOT) Design Standards for Design, Construction, and Maintenance and Utility Operations.
- B. Traffic Routing Plan: Show sequences of construction affecting use of roadways, time required for each phase of the Work, provisions for decking over excavations and phasing of operations to provide necessary access, and plans for signing, barricading, and striping to provide passages for pedestrians and vehicles.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 TEMPORARY UTILITIES

- A. Power:
 1. No electric power is available at Site. Make arrangements to obtain and pay for electrical power used until final payment and acceptance by Owner, unless otherwise recommended by Engineer at Substantial Completion.

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- B. Lighting: Provide temporary lighting to meet applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.
- C. Heating, Cooling, and Ventilating:
 - 1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for installation of materials, and to protect materials, equipment, and finishes from damage because of temperature or humidity.
 - 2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
 - 3. Pay costs of installation, maintenance, operation, removal, and fuel consumed.
 - 4. Provide portable unit heaters, complete with controls, oil- or gas-fired, and suitably vented to outside as required for protection of health and property.
 - 5. If permanent natural gas piping is used for temporary heating units, do not modify or reroute gas piping without approval of utility company. Provide separate gas metering as required by utility.
- D. Water: No construction or potable water is available at Site. Make arrangements for and bear costs of providing water required for construction purposes and for drinking by construction personnel during construction.
- E. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and other onsite employers' employees. Service, clean, and maintain facilities and enclosures.
- F. Fire Protection: Furnish and maintain on Site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of NFPA 241.

3.02 PROTECTION OF WORK AND PROPERTY

- A. General:
 - 1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
 - 2. No residence or business shall be cut off from vehicular traffic for a period exceeding 4 hours unless special arrangements have been made.

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3. Maintain in continuous service existing oil and gas pipelines, underground power, telephone or communication cable, water mains, irrigation lines, sewers, poles and overhead power, and other utilities encountered along line of the Work, unless other arrangements satisfactory to owners of said utilities have been made.
4. Where completion of the Work requires temporary or permanent removal or relocation of existing utility, coordinate activities with owner of said utility and perform work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility, such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance: Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.
9. Do not impair operation of existing sewer system. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures.
10. Maintain original Site drainage wherever possible.

B. Barricades and Lights:

1. Provide as required by the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Index No. 500 and in sufficient quantity to safeguard public and the Work.
2. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of fenced area, and as required to ensure public safety and the safety of Contractor's employees, other employer's employees, and others who may be affected by the Work.
3. Provide to protect existing facilities and adjacent properties from potential damage.
4. Locate to enable access by facility operators and property owners.

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5. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
6. Locate barricades at the nearest intersecting public thoroughfare on each side of blocked section.
7. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

C. Signs and Equipment:

1. Conform to requirements of manual published by the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Index No. 500.
2. Traffic Cones: Provide to delineate traffic lanes to guide and separate traffic movements.
3. High-Level Warning Flag Units: Provide two in advance of traffic approaching the Work, each displaying three flags mounted at a height of 9 feet.
4. ROAD CONSTRUCTION AHEAD Signs: Provide four, size 48 inches by 48 inches. Place in conspicuous locations, approximately 200 feet in advance of the Work, and facing approaching traffic.
5. DETOUR Signs: Provide two, right arrow or left arrow, placed as approved by Engineer.
6. RIGHT or LEFT LANE CLOSED AHEAD Signs: Provide two, place in advance of lane to be closed.
7. Provide at obstructions, such as material piles and equipment.
8. Use to alert general public of construction hazards, which would include surface irregularities, unramped walkways, grade changes, and trenches or excavations in roadways and in other public access areas.

D. Trees and Plantings:

1. Protect from damage and preserve trees, shrubs, and other plants outside limits of the Work and within limits of the Work, which are designated on Drawings to remain undisturbed.
 - a. Where practical, tunnel beneath trees when on or near line of trench.
 - b. Employ hand excavation as necessary to prevent tree injury.
 - c. Do not stockpile materials or permit traffic within drip lines of trees.
 - d. Provide and maintain temporary barricades around trees.
 - e. Water vegetation as necessary to maintain health.
 - f. Cover temporarily exposed roots with wet burlap, and keep burlap moist until soil is replaced around roots.

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- g. No trees, except those specifically shown on Drawings to be removed, shall be removed without written approval of Engineer.
 - h. Dispose of removed trees in a legal manner off the Site.
 - 2. Balling and burlapping of trees indicated for replacement shall conform to recommended specifications set forth in the American Standards for Nursery Stock, published by American Association of Nurserymen. Balls shall be firm and intact and made-balls will not be accepted. Handle ball and burlap trees by ball and not by top.
 - 3. In event of damage to bark, trunks, limbs, or roots of plants that are not designated for removal, treat damage by corrective pruning, bark tracing, application of a heavy coating of tree paint, and other accepted horticultural and tree surgery practices.
 - 4. Replace each plant that dies as a result of construction activities.
- E. Existing Structures:
 - 1. Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with Contractor's operations, obtain approval of property owner and Engineer.
 - 2. Move mailboxes to temporary locations accessible to postal service.
 - 3. Replace items removed in their original location and a condition equal to or better than original.
- F. Finished Construction: Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
- G. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.
- H. Dewatering: Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.
- I. Endangered and Threatened Species:
 - 1. Take precautions necessary and prudent to protect native endangered and threatened flora and fauna.
 - 2. Notify Engineer of construction activities that might threaten endangered and threatened species or their habitats.
 - 3. Engineer will mark areas known as habitats of endangered and threatened species prior to commencement of onsite activities.
 - 4. Additional areas will be marked by Engineer as other habitats of endangered and threatened species become known during construction.

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3.03 TEMPORARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.
2. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in construction area a dust-preventive treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
3. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.

B. Noise Control:

1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Noise Control Plan: Propose plan to mitigate construction noise and to comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:

1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
2. Prior to commencing excavation and construction, obtain Owner's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and dewatering pump discharges.
3. Comply with Section 01 57 13, Temporary Erosion and Sedimentation Control, for stormwater flow and surface runoff.
4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

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- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities as specified in Section 01 57 13, Temporary Erosion and Sedimentation Control, to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

3.04 STORAGE YARDS AND BUILDINGS

- A. Handle and store products in accordance with manufacturer's written instruction and in a manner to prevent damage.
- B. Coordinate requirements with Section 01 61 00, Common Product Requirements.

3.05 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.

3.06 VEHICULAR TRAFFIC

- A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Ensure the least possible obstruction to traffic and normal commercial pursuits.
- B. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.
- C. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
- D. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closings of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.
- E. Maintenance of traffic is not required if Contractor obtains written permission from Owner and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.

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- F. In making street crossings, do not block more than one-half the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.
- G. Maintain top of backfilled trenches before they are paved, to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.
- H. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.
- I. Provide snow removal to facilitate normal vehicular traffic on public or private roads affected by construction. Perform snow removal promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed by proper authority.
- J. Notify fire department and police department before closing street or portion thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.
- K. Coordinate traffic routing with that of others working in same or adjacent areas.

3.07 CLEANING DURING CONSTRUCTION

- A. In accordance with General Conditions, as may be specified in other Specification sections, and as required herein.
- B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up and dispose of debris.
- C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least weekly, dispose of such waste materials, debris, and rubbish offsite.
- D. At least weekly, brush sweep entry drive, roadways, and other streets and walkways affected by the Work and where adjacent to the Work.

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers Work to implement structural and nonstructural Best Management Practices (BMP) to control soil erosion by wind or water and keep eroded sediments and other construction-generated pollutants from moving off project sites. Requirements described in this specification and shown on the Drawings are part of the project Temporary Erosion and Sediment Control Plan (TESC Plan) and are the minimum for all project construction sites and conditions. This specification covers all project activities, including material sources, disposal sites, and offsite mitigation areas unless specific project activities are excluded elsewhere in this specification or in other Contract Documents controlling the Work.
- B. National Pollutant Discharge Elimination System: Comply with Federal, state, and local laws, rules and regulations, and the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Discharge Permit or Permits applicable to the project. A copy of the Project's General Construction Permit, if applicable to the Project, is available from Owner. NPDES General Construction permits are required on projects that involve disturbance of 1 acre or more with potential to discharge stormwater to surface waters.
- C. Other Regulations: A local government erosion and sediment control permit may apply and some local agency requirements may be more stringent than this specification. Adequate erosion and sediment control is essential for complying with the federal Endangered Species Act where construction runoff enters waters inhabited by protected species.

1.02 REFERENCES

- A. Activities shall conform to the City of Midland Standard Details Erosion Control, Texas Department of Transportation (TXDOT) Design Standards, Texas Commission on Environmental Quality (TCEQ) and Drawings. In the event of a conflict, the more stringent requirement shall apply.

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- B. The following is a list of standards that may be referenced in this section:
1. American Association of State Highway and Transportation Officials (AASHTO): M252, Standard Specification for Corrugated Polyethylene Drainage Pipe.
 2. ASTM International (ASTM):
 - a. D638, Standard Test Method for Tensile Properties of Plastics.
 - b. D2974, Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.
 - c. D3776/D3776M, Standard Test Methods for Mass Per Unit Area (Weight) of Fabric.
 - d. D4355, Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
 - e. D4397, Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
 - f. D4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 - g. D4533, Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
 - h. D4632/D4632M, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 - i. D4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile
 - j. D6241, Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
 - k. D6459, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Performance in Protecting Hillslopes from Rainfall-Induced Erosion.
 - l. D6460, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Performance in Protecting Earthen Channels from Stormwater-Induced Erosion.
 - m. D6475, Standard Test Method for Measuring Mass Per Unit Area of Erosion Control Blankets.
 - n. D7322, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Ability to Encourage Seed Germination and Plant Growth Under Bench-Scale Conditions.
 - o. D7367, Standard Test Method for Determining Water Holding Capacity of Fiber Mulches for Hydraulic Planting.
 3. National Weather Service:
 - a. Precipitation-Frequency of the United States by State/Territory, 2012.
 - b. Precipitation Frequency Data Server, 2012.

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4. North American Weed Management Association (NAWMA).
5. U.S. Department of Agriculture, Natural Resources Conservation Service: *Urban Hydrology for Small Watersheds*; 1986. Technical Release 55.
6. U.S. Environmental Protection Agency:
 - a. Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites, 2007. EPA-833-R-06-004.
 - b. National Menu of BMPs, 2012.
7. The sections of the standards referenced above which apply to this Project include, but are not limited to:

Standard	Specification or Detail No.	Symbol	Title
TXDOT			
City of Midland			Sediment Control Barrier
City of Midland			Silt (Sediment) Fence

1.03 SYSTEM DESCRIPTION

- A. Erosion and Sediment Control: Provide, maintain, and operate temporary facilities to control erosion and sediment releases during construction period.
- B. Erosion and Sediment Control (ESC) Lead:
 1. Identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have certification in construction site erosion and sediment control from a course approved by Owner.
 2. The ESC Lead shall implement the TESC Plan, including, but not limited to:
 - a. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC Plan to assure continued performance of their intended function. Damaged or inadequate TESC BMPs shall be corrected immediately.
 - b. Updating TESC Plan to reflect current field conditions.
 - c. Terminating TESC Plan.
 3. When a TESC Plan is included in the Contract Plans, ESC Lead shall also inspect all areas disturbed by construction activities, all onsite erosion and sediment control BMPs, all stormwater discharge points, and all temporarily stabilized inactive sites per schedule in the Construction Stormwater Discharge Permit(s) or as directed by Engineer. Complete erosion and sediment control inspection form provided by water resource agency or Owner for each inspection and submit a copy to Engineer no later than end of the next working day following inspection.

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- C. Personnel Training: Prior to commencement of construction, applicable personnel must have an understanding of the Construction Stormwater Discharge Permit's requirements and their specific responsibilities under the permit. At a minimum, personnel must be trained to understand the following as it relates to the scope of their job duties:
1. The location of all stormwater controls and how to maintain them.
 2. Procedures for complying with the pollution prevention requirements.
 3. Procedures for conducting inspections, recording findings, and taking corrective action.
- D. Temporary Erosion and Sediment Control Plan (Stormwater Pollution Prevention Plan):
1. A TESC Plan is furnished as part of the Drawings, which helps fulfill part of the plan requirement of the NPDES Permit. This initial TESC Plan, when adopted by Contractor, may be used as the basis of the construction TESC Plan. Additional or revised erosion and sediment control features, not shown on the initial TESC Plan, may be required depending on Contractor's methods of operation and schedule.
 2. For each phase of the scheduled work, indicate on the TESC Plan all the BMPs proposed and installed for erosion and sediment control to minimize clearing, stabilize exposed soil, divert or temporarily store flows, limit runoff from exposed areas, and filter transported sediment. Include all temporary slopes, constructed for staging or other reasons, which may not have been identified in the original Contract plans. Refer to the current local jurisdiction's erosion and sediment control manual.
 3. Some TESC Plan required elements typically required by NPDES permits:
 - a. Narrative Site Description:
 - 1) Nature of construction activity planned for the Site.
 - 2) Estimates of total site area and the areas of the Site expected to be disturbed.
 - 3) Soil types found onsite and their erosion potential.
 - 4) The types of fill materials to be used.
 - 5) Timetable for sequence of major construction events.
 - b. Site Map:
 - 1) All areas of development.
 - 2) Drainage patterns.
 - 3) Areas of soil disturbance, including pre-development and post-development elevation contours.
 - 4) Areas used for storage of soils or wastes.
 - 5) Areas where vegetative practices are to be implemented.

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- 6) Location of all erosion and sediment control BMP or structures.
 - 7) Location of all impervious structures and surfaces after project is completed.
 - 8) Springs, wetlands, and other surface waters located onsite.
 - 9) Boundaries of the 100-year floodplain, if determined.
 - 10) Ordinary High Water line, if determined.
 - 11) Location of storm drainage outfalls to receiving waters, if applicable.
 - 12) Details of sediment and erosion controls.
 - 13) Details of detention ponds, storm drain piping, inflow and outflow details.
- c. Required BMPs and Procedures for Erosion Prevention, Runoff Control, and Sediment Control:
- 1) Construction entrances and parking areas.
 - 2) Unpaved site roads such as haul roads.
 - 3) Hauling saturated soils from the Site.
 - 4) Water washed from concrete trucks.
 - 5) Correct installation of erosion and sediment control BMPs.
 - 6) Prompt maintenance and repair of BMPs.
 - 7) Clearing and grading practices to minimize area of exposed soil throughout life of the Project.
 - 8) Schedule of phased clearing operations to limit soils to what can be stabilized.
 - 9) Vegetative practices, including preservation of existing vegetation, seeding, mulching, and buffer strips.
 - 10) Preventing erosion of exposed areas.
 - 11) Diverting flows from exposed slopes.
 - 12) Limiting runoff from exposed areas.
 - 13) Limiting sediment transport within work sites and keeping it from moving off of project areas.
 - 14) Perimeter controls for all clearing and grubbing, both planned and installed.
 - 15) Additional controls for wet season work and temporary work suspensions.
 - 16) Sensitive areas such as wetlands.
 - 17) Offsite material source and waste areas.
 - 18) Dust.
 - 19) Emergency materials stockpiled onsite.
 - 20) Storing flows and filtering sediment.
 - 21) Soil stockpiles.

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4. Contractor's construction TESC Plan and implementation schedules must be prepared by a competent individual. Furnish a signed copy of the TESC Plan with individual's name, title, state certifications, and employing firm if different than Contractor's firm.
 5. Do not begin any Site activities that have potential to cause erosion or sediment movement until the TESC Plan and implementation schedules are approved by Engineer.
 6. Keep a copy of the approved TESC Plan with updated changes onsite during all construction activities. During inactive periods longer than 7 calendar days, keep the TESC Plan onsite or provide a copy to Engineer to retain.
 7. Continually update the TESC Plan and schedules as needed for unexpected storm or other events to ensure that sediment-laden water does not leave the construction site. Add approved changes to the TESC Plan no later than 24 hours after implementation.
- E. Install clearing limit fence along the Site shown on the Drawings or as instructed by Engineer. Space posts and attach fence fabric to posts as shown on the Drawings. Do not fasten fence to trees. Throughout the life of the Project, preserve and protect delineated area, acting immediately to repair or restore any fencing damaged or removed.
- F. Preventing erosion, and controlling runoff, sedimentation, and non-stormwater pollution, requires Contractor to perform temporary Work items including, but not limited to:
1. Providing ditches, berms, culverts, and other measures to control surface water.
 2. Building dams, settling basins, energy dissipaters, and other measures, to control downstream flows.
 3. Controlling underground water found during construction.
 4. Covering or otherwise protecting slopes until permanent erosion control measures are working.
- G. To the degree possible, coordinate this temporary Work with permanent drainage and erosion control work the Contract requires.
- H. Engineer may require additional temporary control measures if it appears pollution or erosion may result from weather, nature of materials, or progress on the Work.
- I. When natural elements rut or erode the slope, restore and repair damage with eroded material where possible, and remove and dispose of any remaining material found in ditches and culverts. When Engineer orders replacement with additional or other materials, unit Contract prices will cover quantities needed.

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- J. Install all sediment control devices including, but not limited to, sediment ponds, perimeter silt fencing, or other sediment trapping BMPs prior to any ground disturbing activity. Do not expose more erodible earth than necessary during clearing, grubbing, excavation, borrow, or fill activities without written approval by Engineer. Engineer may increase or decrease the limits based on project conditions. Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff. Cover inactive areas of erodible earth, whether at final grade or not, within specified time period (see [NPDES] Erosion and Sediment Control Permit), using an approved soil covering practice. Phase clearing and grading to maximum extent practical to prevent exposed inactive areas from becoming a source of erosion.
- K. Water Management:
1. Manage site water in accordance with the conditions of the waste discharge permit from a local permitting authority. If site water management is not subject to permit, manage as follows:
 - a. Groundwater. When groundwater is encountered in an excavation, treat and discharge as follows:
 - 1) When groundwater conforms to TCEQ Water Quality Standards, it may bypass detention and treatment facilities and be routed directly to its normal discharge point at a rate and method that will not cause erosion.
 - 2) When turbidity of groundwater is similar to turbidity of site runoff, groundwater may be treated using same detention and treatment facilities being used to treat the site runoff and then discharged at a rate that will not cause erosion.
 - 3) When groundwater turbidity is greater than turbidity of site runoff, treat ground water separately until turbidity is similar to or better than site runoff, and then it may be combined with site runoff and treated as described above.
 - b. Process Water:
 - 1) Do not discharge high pH process water or wastewater (non-stormwater) that is generated onsite, including water generated during concrete grinding, rubblizing, washout, and hydrodemolition activities, to waters of the TCEQ, including wetlands. Water may be infiltrated upon approval of Engineer. Offsite disposal of concrete process water is subject to approval of Engineer.
 - 2) Treat all water generated onsite from construction or washing activities that is more turbid than site runoff separately until turbidity is the same or less than site runoff, and then it may be combined with site runoff and treated as described above. Water may be infiltrated upon approval of Engineer.

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- c. Offsite Water: Prior to disruption of normal watercourse, intercept offsite stormwater and pipe it either through or around the Project Site. This water shall not be combined with onsite stormwater. Discharge offsite water at its preconstruction outfall point preventing an increase in erosion below the site. Submit proposed method for performing this Work for Engineer's approval.
- L. Dispersion/Infiltration: Convey water only to dispersion or infiltration areas designated in the TESC Plan or to sites approved by Engineer. Water shall be conveyed to designated dispersion areas at a rate such that, when runoff leaves the area and enters waters of the TCEQ, turbidity standards are achieved. Convey water to designated infiltration areas at a rate that does not produce surface runoff.
- M. Detention/Retention Pond Construction: Whether permanent or temporary, construct before beginning other grading and excavation Work in the area that drains into that pond. Install temporary conveyances concurrently with grading in accordance with the TESC Plan so that newly graded areas drain to the pond as they are exposed.
- N. Pollution Control: Use BMPs to prevent or minimize stormwater exposure to pollutants from spills; vehicle and equipment fueling, maintenance, and storage; other cleaning and maintenance activities; and waste handling activities. These pollutants include fuel, hydraulic fluid, and other oils from vehicles and machinery, as well as debris, leftover paints, solvents, and glues from construction operations. Implement the following BMPs when applicable:
 - 1. Written spill prevention and response procedures.
 - 2. Employee training on spill prevention and proper disposal procedures.
 - 3. Spill kits in all vehicles.
 - 4. Regular maintenance schedule for vehicles and machinery.
 - 5. Material delivery and storage controls.
 - 6. Training and signage.
 - 7. Covered storage areas for waste and supplies.
- O. If Engineer orders the Work suspended, continue to control erosion, pollution, and runoff during the shutdown.
- P. Nothing in this section shall relieve Contractor from complying with other Contract requirements.

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1.04 SUBMITTALS

A. Informational Submittals:

1. When a TESC Plan is included in the Drawings, either adopt or modify the TESC Plan. Provide a schedule for TESC Plan implementation and incorporate it into Contractor's progress schedule. Obtain Engineer's approval of the TESC Plan and schedule before any Work begins.
2. Modified TESC Plans shall meet all requirements of the applicable jurisdictions.
3. The TESC Plan shall cover all areas that may be affected inside and outside the limits of the Project (including all Owner-provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).
4. Allow at least 5 working days for Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make Owner liable to Contractor for any Work delays.

PART 2 PRODUCTS

2.01 CHECK DAMS

- A. Specified by Contractor with approval of Engineer.

2.02 COIR LOG

- A. Logs made of 100 percent durable coconut (coir) fiber uniformly compacted within woven netting.
- B. Netting: Made of bristle coir twine with minimum strength of 80 pounds tensile strength. Nominal 2-inch by 2-inch openings.
- C. Log Segments: Maximum length of 20 feet, with a minimum diameter as shown on the Drawings.
- D. Log Minimum Density: 7 lbs/cf.
- E. Stakes: Untreated softwood species with a notch to secure rope ties.
- F. Rope Ties: 1/4-inch diameter commercially available hemp rope.

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2.03 COMPOST BLANKET

- A. Composed of products resulting from the biological degradation and transformation of plant-derived materials under controlled conditions designed to promote aerobic decomposition and:
1. Stable in oxygen consumption and carbon dioxide generation.
 2. Mature and suitable for serving as a soil amendment or an erosion control BMP.
 3. Appropriate in Moisture Content: No visible free water or dust produced when handling material.
 4. Test compost products in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, "Sample Sieving for Aggregate Size Classification."
- B. Meet the following criteria for Coarse Compost:

1. Gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
3"	100	
1"	90	100
3/4"	70	100
1/4"	40	60
Maximum particle length of 6 inches.		

2. pH: Between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, "1:5 Slurry pH".
3. Manufactured Inert Material (Plastic, Concrete, Ceramics, Metal, etc.): Less than 1.0 percent by weight per U.S. Composting Council TMECC 03.08-A "Classification of Inerts by Sieve Size".
4. Minimum Organic Matter: 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition Organic Matter Method (LOI)".
5. Soluble salt content: less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 "Electrical Conductivity".
6. Maturity: Greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, "Germination and Root Elongation".

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7. Stability: 7 mg CO₂-C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B “Carbon Dioxide Evolution Rate”.
8. The compost product must originate a minimum of 65 percent by volume from recycled plant waste. A maximum of 35 percent by volume of feedstocks, source-separated food waste, and/or biosolids may be substituted for recycled plant waste. Provide a list of feedstock sources by percentage in final compost product.
9. Engineer may evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E “Solvita[®] Maturity Index”. Coarse Compost shall score a 5 or above on the Solvita[®] Compost Maturity Test.

2.04 COMPOST SOCK

- A. Provide socks fabricated from of extra heavy weight biodegradable fabric, with a minimum strand thickness of 5 mils.
- B. Fill fabric with Coarse Compost.
- C. Diameter: 8 inches minimum.
- D. Fabric: Clean, evenly woven, and free of encrusted concrete or other contaminating materials. Shall be free from cuts, tears, broken or missing yarns. Shall be free of thin, open, or weak areas. Shall be free of any type of preservative.
- E. Wood Stakes: Untreated softwood species, be 2-inch by 2-inch nominal dimension and 36 inches in length.

2.05 EROSION CONTROL BLANKET (MATTING), BIODEGRADABLE

- A. Temporary erosion control blanket shall be made of natural plant fibers. Supply independent test results meeting the following:

Properties	ASTM Test Method	Requirements
Protecting Slopes from Rainfall-Induced Erosion	D6459: Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle.	Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)
Dry Weight per Unit Area	D6475	0.36 lb/sq. yd. minimum

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Properties	ASTM Test Method	Requirements
Performance in Protecting Earthen Channels from Stormwater-Induced Erosion	D6460: Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle.	1.0 lb/sq. ft. minimum
Seed Germination Enhancement	D7322	200 percent minimum
Netting, if present, shall be biodegradable with a life span not to exceed 1 year.		

- B. For permanent erosion control blanket, see Section 31 32 00, Soil Stabilization.

2.06 FILTRATION SYSTEM

- A. Sand: The sand filtration system shall be rapid or slow. Rapid sand filters achieve relatively high hydraulic flow rates, on the order of 2 gpm/sf to 20 gpm/sf, because they have automatic backwash systems to remove accumulated solids. Slow sand filters have very low hydraulic rates, on the order of 0.02 gpm/sf, because they do not have backwash systems.
- B. Chemical: The chemical treatment system shall consist of a stormwater collection system (either temporary diversion or the permanent site drainage system), a storage pond (or portable trailer-mounted tanks), pumps, a chemical feed system, treatment cells, and interconnecting piping.

2.07 GEOTEXTILE

- A. Geotextiles shall consist only of long chain polymeric fibers or yarns formed into a stable network such that the fibers or yarns retain their position relative to each other during handling, placement, and design service life. At least 95 percent by weight of the material shall be polyolefins or polyesters. The material shall be free from defects or tears. Geotextile shall also be free of any treatment or coating which might adversely alter its hydraulic or physical properties after installation. Geotextile properties shall be as described in Table 1 through Table 3.

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Table 1 Geotextile for Permanent Erosion Control							
Geotextile Property	ASTM Test Method	Geotextile Property Requirements					
		Permanent Erosion Control				Ditch Lining	
		Moderate Survivability		High Survivability			
		Woven	Nonwoven	Woven	Nonwoven	Woven	Nonwoven
AOS	D4751	See Table 2		See Table 2		U.S. No. 30 max.	
Water Permittivity	D4491	See Table 2		See Table 2		0.02 sec ⁻¹ min.	
Grab Tensile Strength, in machine and x-machine direction	D4632/ D4632M	250 lb min.	160 lb min.	315 lb min.	200 lb min.	250 lb min.	160 lb min.
Grab Failure Strain, in machine and x-machine direction	D4632/ D4632M	15% -50%	≥50%	15% -50%	≥50%	<50%	≥50%
Seam Breaking Strength	D4632/ D4632M	220 lb min.	140 lb min.	270 lb min.	180 lb min.	220 lb min.	140 lb min.
Puncture Resistance	D6241	495 lb min.	310 lb min.	620 lb min.	430 lb min.	495 lb min.	310 lb min.
Tear Strength, in machine and x-machine direction	D4533	80 lb min.	50 lb min.	112 lb min.	79 lb min.	80 lb min.	50 lb min.
Ultraviolet (UV) Radiation Stability	D4355	70% strength retained min., after 500 hours in xenon arc device					

Table 2 Filtration Properties for Geotextile for Permanent Erosion Control				
Geotextile Property	ASTM Test Method	Geotextile Property Requirements		
		Class A	Class B	Class C
AOS	D4751	U.S. No. 40 max.	U.S. No. 60 max.	U.S. No. 70 max.
Water Permittivity	D4491	0.7 sec ⁻¹ min.	0.4 sec ⁻¹ min.	0.2 sec ⁻¹ min.

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Table 3 Geotextile for Temporary Silt Fence			
Geotextile Property	ASTM Test Method	Geotextile Property Requirements	
		Unsupported Between Posts	Supported Between Posts with Wire or Polymeric Mesh
AOS	D4751	U.S. No. 30 max. for silt wovens, U.S. No. 50 for all other geotextile types, U.S. No. 100 min.	
Water Permittivity	D4491	0.2 sec ⁻¹ min.	
Grab Tensile Strength, in machine and x-machine direction	D4632/ D4632M	180 lb min. in machine direction, 100 lb min. in x-machine direction	100 lb min.
Grab Failure Strain, in machine and x-machine direction	D4632/ D4632M	30% max. at 180 lb or more	
Ultraviolet (UV) Radiation Stability	D4355	70% strength retained min., after 500 hours in xenon arc device	

2.08 GRAVEL FILTER, WOOD CHIP OR COMPOST BERM

- A. Rock Material Used for Filter Berms: Clean 3/4-inch rock, with no recycled materials.
- B. Wood Chips Used for Wood Chip Berm: As specified in Article Wood Chips and Wood Shavings.
- C. Compost Used for Compost Berms: Coarse compost as specified in Article Compost Blanket.

2.09 HIGH VISIBILITY FENCING CLEARING LIMIT FENCE

- A. High Visibility Fence: UV stabilized, orange, high-density polyethylene or polypropylene mesh.
- B. Height: 4 feet minimum.
- C. Support Posts: Wood or steel with sufficient strength and durability to support the fence through the life of the Project.

2.10 INLET PROTECTION

- A. As specified under Article Geotextile.

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2.11 MULCH

- A. Short-Term: Provide independent test results documenting that the mulch meets the requirements in Table 4, Short-Term Mulch Test Requirements.

Table 4 Short-Term Mulch Test Requirements		
Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion.	ASTM D6459. Test in one soil type. Soil tested shall be sandy loam as defined by the National Resources Conservation Service (NRCS) Soil Texture Triangle.	C Factor = 0.15 maximum using Revised Universal Soil Loss Equation (RUSLE)

- B. Moderate-Term: Within 48 hours of application, the Moderate-Term Mulch shall bond with soil surface to create a continuous, absorbent, flexible, erosion-resistant blanket that allows for seed germination and plant growth and conforms to the requirements in Table 5, Moderate-Term Mulch Test Requirements. Provide test results documenting that the mulch meets the requirements in Table 5, Moderate-Term Mulch Test Requirements. Supply independent test results.

Table 5 Moderate-Term Mulch Test Requirements		
Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion.	ASTM D6459. Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle.	C Factor = 0.05 maximum using Revised Universal Soil Loss Equation (RUSLE)

- C. Long-Term:
1. Provide Long-Term Mulch with demonstrated ability:
 - a. To adhere to soil and create a blanket-like mass within 2 hours of application.
 - b. To bond with the soil surface to create a continuous, porous, absorbent, and flexible erosion-resistant blanket that allows for seed germination and plant growth.
 - c. To conform to the requirements in Table 6, Long-Term Mulch Test Requirements.
 - d. Provide test results documenting that mulch meets requirements in Table 6, Long-Term Mulch Test Requirements. Supply independent test results.

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Table 6 Long-Term Mulch Test Requirements		
Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion.	ASTM D6459. Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle.	C Factor = 0.01 maximum using Revised Universal Soil Loss Equation (RUSLE)

2.12 OUTLET PROTECTION

- A. Size riprap or quarry spall to resist movement under design flows. Install at least 8 inches deep. Provide riprap or quarry spall material free of extraneous material.

2.13 PLASTIC COVERING

- A. Clear plastic meeting requirements of ASTM D4397 for polyethylene sheeting having a minimum thickness of 6 mils.

2.14 POLYACRYLAMIDE (PAM)

- A. Meet ANSI/NSF Standard 60 for drinking water treatment with an AMD content not to exceed 0.05 percent.
- B. Anionic, linear, and not cross-linked.
- C. Minimum average molecular weight greater than 5 mg/mole and minimum 30 percent charge density.
- D. 80 percent active ingredients minimum with moisture content not exceeding 10 percent by weight.
- E. Delivered in a dry granular or powder form.

2.15 SEDIMENT CONTROL BARRIERS

- A. Specified by Contractor with approval of Engineer. May include Compost Filter Sock or Compost Filter Berm.

2.16 SILT (SEDIMENT) FENCE

- A. Geotextile: As specified in Article Geotextile.

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- B. Reinforcing : Welded wire fabric, 14-gauge minimum with 2-inch by 4-inch mesh.
- C. Support Posts: As recommended by manufacturer of geotextile.
- D. Fasteners: Heavy-duty wire staples at least 1-inch long, tie wires, or hog rings, as recommended by manufacturer of geotextile.

2.17 STABILIZED CONSTRUCTION ENTRANCE

- A. Construct a pad from stone 3 inches to 6 inches in size, placed at least 8 inches deep and not less than 50 feet long.
- B. Provide aggregate free of extraneous materials that may cause or contribute to track out.
- C. Place separation geotextile under the rock to prevent fine sediment from pumping up into the rock pad. See Article Geotextile for required geotextile properties.
- D. Use of constructed or constructed/manufactured steel plates with ribs (such as, shaker/rumble plates or corrugated steel plates) for entrance/exit access is allowable.

2.18 STRAW

- A. Straw:
 - 1. Air dried condition free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable. Provide weed-free documentation:
 - a. Certified Weed Free Straw using North American Weed Management Association (NAWMA) standards.
 - b. Provide documentation that material is steam or heat treated to kill seeds.
 - c. Provide U.S. or state's Department of Agriculture laboratory test reports, dated within 90 days prior to date of application, showing there are no viable seeds in the straw.
- B. Straw Mulch: Suitable for spreading with mulch blower equipment.
- C. Posts for Straw Bales: 2-inch by 2-inch untreated wood or commercially manufactured metal posts.

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2.19 STREET CLEANING

- A. Use self-propelled pickup street sweeper(s). Mechanical broom sweepers are not allowed where environmental concerns exist about storm water pollution or air quality.

2.20 TACKIFIERS

- A. Biodegradable Hydraulically Applied Erosion Control Products (HECPs) in a dry condition, free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life. Up to 5 percent by weight may be photodegradable material.
- B. Suitable for spreading with a hydroseeder.
- C. Furnish HECPs premixed by the manufacturer. Under no circumstances will field mixing of additives or components be acceptable.
- D. Provide test results, dated within 3 years prior to the date of application, from an independent, accredited laboratory, as approved by Engineer, showing that the product meets the HECP requirements in Table 7.

Table 7 HECP Requirements		
Properties	Test Method	Requirements
Acute Toxicity	EPA-821-R-02-012 Methods for Measuring Acute Toxicity of Effluents. Test leachate from recommended application rate receiving 2 inches of rainfall per hour using static test for No-Observed-Adverse-Effect-Concentration (NOEC).	Four replicates are required with no statistically significant reduction in survival in 100 percent leachate for a Daphnid at 48 hours and Oncorhynchus mykiss (rainbow trout) at 96 hours.
Solvents	EPA 8260B	Benzene: < 0.03 mg/kg Methylene chloride: < 0.02 mg/kg Naphthalene: < 5 mg/kg Tetrachloroethylene: < 0.05 mg/kg Toluene: < 7 mg/kg Trichloroethylene: < 0.03 mg/kg Xylenes: < 9 mg/kg

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Table 7 HECP Requirements		
Properties	Test Method	Requirements
Heavy Metals	EPA 6020A Total Metals	Antimony: < 4 mg/kg Arsenic: < 6 mg/kg Barium: < 80 mg/kg Boron: < 100 mg/kg Cadmium: < 2 mg/kg Chromium: < 2 mg/kg Copper: < 5 mg/kg Lead: < 5 mg/kg Mercury: < 2 mg/kg Nickel: < 2 mg/kg Selenium: < 10 mg/kg Strontium: < 30 mg/kg Zinc: < 5 mg/kg
Water Holding Capacity	ASTM D7367	900 percent minimum
Organic Matter Content	ASTM D2974	90 percent minimum
Moisture Content	ASTM D2974	15 percent
Seed Germination Enhancement	ASTM D7322	Long-Term: 420 percent minimum Moderate-Term: 400 percent minimum Short-Term: 200 percent minimum

2.21 TEMPORARY CURB

- A. Temporary curbs may consist of asphalt, concrete, sand bags, compost socks, wattles, or geotextile/plastic encased berms of sand or gravel, or as approved by Engineer.

2.22 TEMPORARY PIPE SLOPE DRAIN

- A. Corrugated polyethylene drain pipe, couplings and fittings (up to 10-inch) meeting the requirements of AASHTO M252 Type C (corrugated both inside and outside) or Type S (corrugated outer wall and smooth inner liner).
 - 1. Maximum Pipe Size: 10 inches in diameter.

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2.23 TEMPORARY SEDIMENT TRAP

- A. Temporary ponding area with a rock weir or perforated riser pipe at the outlet, formed by excavation or constructing a weir. Specified by Contractor with approval of Engineer.

PART 3 EXECUTION

3.01 PREPARATION

- A. Engineer's acceptance of the TESC Plan is required prior to starting earth disturbing activities.
- B. Include proposed stockpile areas and installation of temporary erosion control devices, ditches, or other facilities in Work phasing plans.
- C. Areas designated for Contractor's use during Project may be temporarily developed as specified to provide working, staging, and administrative areas. Include control of sediment from these areas in the TESC Plan.
- D. Check Dams: Install check dams as soon as construction will allow, or when designated by Engineer. Contractor may substitute a different check dam, in lieu of what is specified in the Contract, with approval of Engineer. Check dam is a temporary or permanent structure, built across a minor channel. Water shall not flow through check dam structure. Construct check dams to create a ponding area upstream of dam to allow pollutants to settle, with water from increased flows channeled over a spillway in check dam. Construct check dam to prevent erosion in area below spillway. Place check dams perpendicular to flow of water and install in accordance with the Drawings. Extend outer edges up sides of conveyance to prevent water from going around check dam. Provide check dams of sufficient height to maximize detention, without causing water to leave ditch. Place sandbags so that initial row makes tight contact with ditch line for length of dam. Stagger subsequent rows so center of bag is placed over space between bags on previous lift.
- E. Coir Log: Install coir logs in accordance with the Drawings.
- F. Compost Blanket: Place compost blanket to a depth of 3 inches over bare soil prior to seeding or other planting. Place an organic tackifier over entire composted area when dry or windy conditions are present or expected before final application of mulch or erosion control blanket. Apply tackifier immediately after compost application to prevent compost from leaving area.

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- G. Compost Sock: Exercise care when installing compost socks to ensure method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into waterbodies. Lace compost socks together, end-to-end, with coir rope to create a continuous length. Bury loose ends of continuous length 3 feet to 5 feet laterally into the bankslope. Install the upper surface of compost sock parallel to slope. Provide finished grades of a natural appearance with smooth transitions. Secure compost sock with wood stakes or live stakes of species as indicated on the Drawings. Drive stakes into place centered on top of compost sock and spaced 3 feet on center throughout length of sock.
- H. Erosion Control Blanket (Matting), Biodegradable: Temporary Erosion Control Blankets are used as an erosion prevention device and to enhance establishment of vegetation. Install erosion control blankets according to manufacturer's recommendations.
1. Erosion control blankets with an open area of 60 percent or greater may be installed prior to seeding and fertilizing. Install blankets with less than 60 percent open space immediately following seeding and fertilizing operation.
 2. Select erosion control blanket material for an area based on the intended function; slope or ditch stabilization and Site-specific factors including soil, slope gradient, rainfall, and flow exposure. Do not use erosion Control Blankets on slopes or in ditches that exceed manufacturer's recommendations.
- I. Filtration System:
1. Sand: Rapid sand filtration systems shall have stormwater pumped from a trap, pond, or tank through filtration system. Slow sand filtration systems shall have flow through using gravity. Sand media filter shall have automatic backwashing features that can filter to 50 μm particle size. Screen or bag filters shall filter down to 5 μm . Fiber wound filters shall remove particles down to 0.5 μm . Sequence filters from the largest to the smallest pore opening. Filtration may be used in conjunction with polymer treatment in a portable system to assure capture of the flocculated solids.
 2. Chemical: Prior to discharge, sample each batch of treated and test for compliance with pH and turbidity limits, which may be established by water quality standards or a Site-specific discharge permit. Sampling and testing for other pollutants may be necessary. Obtain regulatory approval and provide a qualified, trained operator, if required by law.

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- J. Gravel Filter, Wood Chip, or Compost Berm: Construct filter berms to retain sediment and direct flows.
1. Gravel Filter Berm: 1-foot minimum height. Maintain at this height for entire time berm is in use.
 2. Wood Chip Berm: 2-foot minimum height. Maintain at this height for entire time berm is in use.
 3. Construct compost berm of course compost in accordance with the detail on the Drawings.
- K. High Visibility Fencing: Install high visibility fencing in accordance with the Drawings.
- L. Inlet Protection: Install inlet protection below or above, or as a prefabricated cover at each inlet grate, as shown on the Drawings. Install inlet protection devices prior to beginning clearing, grubbing or earthwork activities. Geotextile fabric used in prefabricated inlet protection devices must meet or exceed the requirements for Moderate Survivability and minimum filtration properties. When depth of accumulated sediment and debris reaches approximately one-half the height of an internal device or one-third the height of external device (or less when so specified by the manufacturers) or as designated by Engineer, remove deposits and stabilize onsite.
1. Below Inlet Grate:
 - a. Prefabricated units specifically designed for inlet protection.
 - b. Must remain securely attached to drainage structure when fully loaded with sediment and debris or at the maximum level of sediment and debris specified by manufacturer.
 2. Above Inlet Grate:
 - a. Devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection.
 - b. Must remain securely in place around drainage structure under all conditions.
 3. Inlet Grate Cover:
 - a. Prefabricated units specifically designed for inlet protection and:
 - 1) Be a sewn geotextile fabric unit fitted to individual grate and completely enclosing grate.
 - 2) Have built-in lifting devices to allow manual access of stormwater system.
 - 3) Use an orange monofilament geotextile fabric.
 - b. Check dams or functionally equivalent devices may be used as inlet protection devices with approval of Engineer.

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- M. Mulch: Furnish, haul, and evenly apply at rates indicated and spread on seeded areas within 48 hours after seeding unless otherwise specified.
1. Distribute straw mulch material with an approved mulch spreader that uses forced air to blow mulch material on seeded areas.
 2. Apply wood strand mulch by hand or by straw blower on seeded areas.
 3. Hydraulically apply Short-Term Mulch at the rate of 2,500 pounds per acre. May be applied in one lift.
 4. Hydraulically apply Moderate-Term Mulch and Long-Term Mulch at the rate of 3,500 pounds per acre with no more than 2,000 pounds applied in any single lift. Mulch may be applied with seed and fertilizer in moist climates. In dry climates, apply seed and fertilizer in a single application followed by mulch application. Provide mulch suitable for application with a hydroseeder.
 5. Mulch areas not accessible by mulching equipment by approved hand methods.
- N. Outlet Protection: Provide outlet protection to prevent scour at outlets of ponds, pipes, ditches, or other conveyances.
- O. Plastic Covering: Use clear plastic covering to promote seed germination when seeding is performed outside of specified dates. Use black plastic covering for stockpiles or other areas where vegetative growth is unwanted. Place plastic with at least a 12-inch overlap of all seams. Install and maintain plastic cover to prevent water from cutting under the plastic and to prevent cover from blowing open in the wind.
- P. Polyacrylamide (PAM): See Tackifiers.
- Q. Sediment Control Barriers: Install sediment control barriers in accordance with TESC Plan or manufacturer's recommendations in the areas of clearing, grubbing, earthwork, or drainage prior to starting those activities. Maintain sediment control barriers until soils are stabilized.
- R. Silt (Sediment) Fence:
1. Silt fence shall be installed in accordance with the Drawings. When backup support is used, use steel wire with a maximum mesh spacing of 2 inches by 4 inches, or plastic mesh as resistant to ultraviolet radiation as the geotextile it supports. Provide wire or plastic mesh with strength equivalent to or greater than as required for unsupported geotextile (for example, 180 pounds grab tensile strength in the machine direction).

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2. Attach geotextile to posts and support system using staples, wire, or in accordance with manufacturer's recommendations. Geotextile shall be sewn together at the point of manufacture, or at a location approved by Engineer, to form geotextile lengths as required.
 3. Provide wood or steel support posts at sewn seams and overlaps and as shown on the Drawings and necessary to support fence.
 4. Wood Posts: Minimum dimensions of 1-1/4-inch by 1-1/4-inch by the minimum length shown on the Drawings.
 5. Steel Posts: Minimum weight of 0.90 lb/ft.
 6. When sediment deposits reach approximately one-third the height of the silt fence, remove and stabilize deposits.
- S. Stabilized Construction Entrance: Construct temporary stabilized construction entrance in accordance with the Drawings, prior to beginning any clearing, grubbing, earthwork, or excavation. When stabilized entrance no longer prevents track out of sediment or debris, either rehabilitate existing entrance to original condition or construct a new entrance.
- T. Street Cleaning: Use self-propelled pickup street sweepers whenever required by Engineer to prevent transport of sediment and other debris off Project Site. Provide street sweepers designed and operated to meet air quality standards. Street washing with water will require approval by Engineer. Intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments.
- U. Tackifiers:
1. Mix and apply tackifier in accordance with manufacturer's recommendations. If applied with a hydroseeder, add Short-Term Mulch as a tracer at a rate of 125 pounds to 250 pounds per acre to visibly aid uniform application.
 2. Soil Binding Using Polyacrylamide (PAM): Apply PAM on bare soil completely dissolved and mixed in water or applied as a dry powder. Apply dissolved PAM at a rate of not more than 2/3 pound per 1,000 gallons of water per acre. Apply a minimum of 200 pounds per acre of Short-Term Mulch with the dissolved PAM. Dry powder applications may be at a rate of 5 pounds per acre using a hand-held fertilizer spreader or a tractor-mounted spreader.
 - a. Apply PAM only to areas that drain to completed sedimentation control BMPs in accordance with the TESC Plan. PAM may be reapplied on actively worked areas after a 48-hour period.
 - b. PAM shall not be applied during rainfall or to saturated soils.

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- V. Temporary Curb: Provide temporary curbs to divert or redirect water around erodible soils. Temporary curbs shall be installed along pavement edges to prevent runoff from flowing onto erodible slopes. Water shall be directed to areas where erosion can be controlled. Temporary curbs shall be a minimum of 4 inches in height. Ponding shall not be in roadways.
- W. Temporary Pipe Slope Drain: Corrugated polyethylene drain pipe constructed in accordance with the Drawings. Use water interceptor dikes or temporary curbs to direct water into pipe slope drain. Entrance to drain may consist of a prefabricated funnel device specifically designed for application, rock, sand bags, or as approved by Engineer. Construct pipe with gasketed watertight fittings and secure to slope with metal "T" posts, wood stakes, sand bags, or as approved by Engineer. Discharge water to a stabilized conveyance, sediment trap, stormwater pond, rock splash pad, vegetated strip, or as approved by Engineer. Install pipe so that water does not pond on road surface.
- X. Temporary Sediment Trap: Form trap by constructing a berm or by partial or complete excavation. Direct the discharge flow to a stabilized conveyance outlet or level spreader.

3.02 ADDITIONAL REQUIREMENTS

- A. Natural Buffer or Equivalent:
 - 1. Unless natural buffer between the Project Site and receiving waters has previously been eliminated by pre-existing development disturbances, comply with one of the following alternatives if stormwater from construction will discharge to surface water:
 - a. Provide a 50-foot, undisturbed natural buffer between construction disturbances and surface water.
 - b. Provide an undisturbed natural buffer that is less than 50 feet supplemented by additional erosion and sediment controls, which in combination, achieve a sediment load reduction that is equivalent to a 50-foot buffer.
 - c. If it is infeasible to provide an undisturbed natural buffer of any size, implement erosion and sediment controls that achieve a sediment load reduction that is equivalent to a 50-foot buffer.

3.03 MAINTENANCE

- A. The ESCP measures described in this specification are minimum requirements for anticipated Site conditions. During the construction period, upgrade these measures as needed to comply with all applicable local, state, and federal erosion and sediment control regulations.

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- B. Maintain erosion and sediment control BMPs so they properly perform their function until Engineer determines they are no longer needed.
- C. Construction activities must avoid or minimize excavation and creation of bare ground during wet weather.
- D. The intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments.
- E. Inspect BMPs in accordance with the schedule in the Construction Stormwater Discharge Permit(s) or as directed by Engineer.
- F. Complete an inspection report within 24 hours of an inspection. Each inspection report shall be signed and identify corrective actions. Document that corrective actions are performed within 7 days of identification. Keep a copy of all inspection reports at the Site or at an easily accessible location.
- G. Unless otherwise specified, remove deposits before the depth of accumulated sediment and debris reaches approximately height of BMP. Dispose of debris or contaminated sediment at approved locations. Clean sediments may be stabilized onsite using BMPs as approved by Engineer.
- H. Sediment Fence: Remove trapped sediment before it reaches one-third of the above ground fence height and before fence removal.
- I. Other Sediment Barriers (such as biobags): Remove sediment before it reaches 2 inches depth above ground height and before BMP removal.
- J. Catch Basins: Clean before retention capacity has been reduced by 50 percent.
- K. Sediment Basins and Sediment Traps: Remove trapped sediments before design capacity has been reduced by 50 percent and at completion of Project.
- L. Initiate repair or replacement of damaged erosion and sediment control BMPs immediately, and work completed by end of next work day. Significant replacement or repair must be completed within 7 days, unless infeasible.
- M. Within 24 hours, remediate any significant sediment that has left construction site. Investigate cause of the sediment release and implement steps to prevent a recurrence of discharge within same 24 hours. Perform in-stream cleanup of sediment according to applicable regulations.

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- N. At end of each work day, stabilize or cover soil stockpiles or implement other BMPs to prevent discharges to surface waters or conveyance systems leading to surface waters.
- O. Temporarily stabilize soils at end of shift before holidays and weekends, if needed. Ensure soils are stable during rain events at all times of year.
- P. Initiate stabilization by no later than end of next work day after construction work in an area has stopped permanently or temporarily.
- Q. Within 14 days of initiating stabilization or as specified in permit, either seed or plant stabilized area; or apply non-vegetative measures and cover all areas of exposed soil. Seed dry areas as soon as Site conditions allow. Ensure that vegetation covers at least 70 percent of stabilized area. In areas where Contractor's activities have compromised erosion control functions of existing grasses, overseed existing grass. Non-vegetative measures may include blown straw and a tackifier, loose straw, or an adequate covering of compost mulch. Complete initial stabilization within 7 days if storm water discharges to surface waters impaired for sediment or nutrients, or high quality waters.
- R. Provide permanent erosion control measures on all exposed areas. Do not remove temporary sediment control practices until permanent vegetation or other cover of exposed areas is established. However, do remove all temporary erosion control measures as exposed areas become stabilized, unless doing so conflicts with local requirements. Properly dispose of construction materials and waste, including sediment retained by temporary BMPs.

3.04 REMOVAL

- A. When Engineer determines that an erosion control BMP is no longer required, remove BMP and all associated hardware from the Project limits. When materials are biodegradable, Engineer may approve leaving temporary BMP in place.
- B. Permanently stabilize all bare and disturbed soil after removal of erosion and sediment control BMPs. Dress sediment deposits remaining after BMPs have been removed to conform to existing grade. Prepare and seed graded area. If installation and use of erosion control BMPs have compacted or otherwise rendered soil inhospitable to plant growth, such as construction entrances, take measures to rehabilitate soil to facilitate plant growth. This may include, but is not limited to, ripping the soil, incorporating soil amendments, or seeding with specified seed.

END OF SECTION

SECTION 01 57 28
TEMPORARY FLOW CONTROL

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. Institute of Inspection, Cleaning, and Restoration Certification (IICRC): S500, Standard and Reference Guide for Professional Water Damage Restoration.

1.02 DEFINITIONS

- A. Bypass Pumping: Temporary flow control accomplished by diverting flow away from the Work area using one or more pumps.
- B. Temporary Flow Control: Reducing, limiting, or excluding flow in or to a sanitary sewer, storm sewer, pump station, force main, or other facility as required for performing the Work under the Contract. Draining, handling, and disposal of sanitary sewage and stormwater from pipelines and other facilities as required for performing the Work under the Contract is also part of temporary flow control.
- C. Temporary Flow Control Plan: Plan prepared by Contractor containing complete information on how Contractor proposes to perform temporary flow control in accordance with specified requirements.

1.03 SYSTEM DESCRIPTION

- A. According to the data provided by the City, it is estimated that the peak flow is approximately 50 gallons per minute (gpm). Contractor to field verify.
- B. It is essential to operation of existing sewerage system that there be no interruption in flow of sewage throughout duration of Project.
- C. Provide facilities and controls required to intercept, convey, and discharge flow to be controlled; include standby and emergency equipment.
- D. Conform to regulatory requirements.
- E. Protect water resources, wetlands, and other natural resources.

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- F. Temporary flow control shall be done in a manner that will not damage private or public property, or create a nuisance or public menace. Flow shall be conveyed in enclosed pipes that are adequately protected from traffic or other hazards.
- G. Discharge:
 - 1. To sanitary sewer system.
 - 2. Dumping or free flow on private or public property, gutters, streets, or sidewalks is prohibited.
 - 3. Discharge of sanitary sewage to storm sewers, to surface waters or wetlands, or into the ground, is prohibited.

1.04 SITE CONDITIONS

- A. Obtain approval and secure permits for placement of temporary flow control facilities within public right-of-ways.
- B. Existing facilities are shown on Drawings.

1.05 SUBMITTALS

- A. Informational Submittals:
 - 1. Temporary Flow Control Plan: Submit at least 48 hours prior to controlling flows. Include, as a minimum, the following:
 - a. Confirm city's estimate of peak flow to be controlled
 - b. Detailed procedures for handling peak estimated flow.
 - c. Schedule.
 - d. Drawing of plug and/or bypass pump and pipeline locations.
 - e. Listing of equipment.
 - 1) Bypass pump sizes, capacities, number of size to be onsite, and power requirements including standby equipment.
 - 2) Bypass pipeline sizes and material types.
 - 2. Sewer user notification plan.
 - 3. Operation plan.
 - 4. Emergency Cleanup Plan.
 - 5. Special permits required for temporary flow control.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Notify Owner at least 48 hours prior to complementing flow control system.
- B. Install temporary flow control facilities only within public right-of-way, Owner's property, temporary construction easement, permanent easement, or easement obtained by Contractor.
- C. Operate and maintain temporary flow control 24 hours per day, 7 days per week, including without limitation, holidays, as required to control flows.
- D. Promptly remove temporary flow control facilities as soon as they are no longer needed.

3.02 REQUIRED TEMPORARY FLOW CONTROL

- A. Except at pipe sags, depth of flow during television inspection shall not exceed that shown below for respective pipe sizes:

Maximum Depth of Flow in Inches	
Pipe Size (Inches)	Television Inspection
6	1.20
8	1.60
10	2.00
12	3.00
15	3.75
18	4.50
21	5.25
24	6.00
27	8.00
30	9.00
33 and up	30% of Pipe Diameter

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- B. Eliminate flow from sewer manhole to manhole segments during spot repair, service connection rehabilitation, manhole construction, and sewer pipe replacement or lining within that segment.

3.03 EQUIPMENT AND MATERIALS

A. General:

- 1. Provide materials and equipment that will ensure continuous and successful operation of temporary flow control systems.
- 2. Repair or modify systems as necessary.
- 3. Unless otherwise shown or specified, materials and equipment may be new or used at Contractor's option.

B. Plugs:

- 1. Provide with taps for connection of pressure gauges and air hoses, and flow-through capability.
- 2. Pipe Diameters 24 Inches and Smaller: Use mechanical plugs with rubber gaskets or pneumatic plugs with rubber boots.
- 3. Pipe Diameters Larger than 24 Inches:
 - a. Use inflatable bag stoppers made in two or more pieces.
 - b. Manufacturers:
 - 1) Lansas.
 - 2) Cherne Industries.

C. Pumps:

- 1. Fully automatic, self-priming units that do not require use of foot valves or vacuum pumps in priming system.
- 2. Solids handling design with ability to pump minimum 3-inch diameter sphere.
- 3. Able to run dry for long periods of time to accommodate cyclical nature of flows.
- 4. Engine: Equipped to minimize noise. Noise levels shall not exceed 86 dBA at a distance of 50 feet from source.

D. Electric Power Generators:

- 1. Be able to simultaneously start and run electric powered pumps required for flow to be controlled.
- 2. Equipped to minimize noise. Noise levels shall not exceed 86 dBA at a distance of 50 feet from source.
- 3. Include automatic transfer switch if flow control system is to operate unattended.

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E. Standby Equipment:

1. Standby Pump: One of each size to be available onsite.
2. Electric Power Generators: Minimum of one if temporary flow control system contains electric powered pump. Able to simultaneously start and run electric powered pumps required for flow to be controlled.

3.04 TEMPORARY FLOW CONTROL PLAN

A. Prepare and submit Temporary Flow Control Plan at least 14 days before starting the Work requiring temporary flow control; include following information:

1. Drawings indicating location of temporary sewer plugs and bypass discharge lines.
2. Traffic Control Plan specifically applicable to temporary flow control adhering to requirements of applicable agencies and as may be specified in Contract Documents.
3. Locations where flow will be intercepted and discharged.
4. If trucks are to be employed include the following:
 - a. Numbers and sizes of trucks.
 - b. Configuration of facilities to be used to load trucks at each interception location.
 - c. Locations where trucks will unload.
 - d. Time for loading, unloading, and travel.
5. Complete descriptions and performance characteristics of pumps, electric power generators, and standby equipment.
6. Acoustical information for equipment to be used showing compliance with noise control requirements of Section 01 50 00, Temporary Facilities and Control.
7. Details of temporary force mains, including horizontal and vertical alignments, pipe materials, protection of existing buried and aboveground facilities and improvements, maintenance of traffic and access to properties.
8. Design calculations proving adequacy of temporary system and selected equipment to convey all flows.
9. Drawings showing layouts and configurations of temporary flow control facilities and also showing locations relative to right-of-way easement, and property boundaries.
10. Drawings and design calculations of temporary bulkheads and plugs.
11. Drawings and design calculations for thrust restraint of temporary piping.
12. Details of system controls and control logic; include diagrams and narrative.

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13. Anticipated schedule for the Work.
14. Other information to completely describe temporary flow control facilities and conformance to specified requirements.

3.05 EMERGENCY CLEANUP PLAN

- A. Prepare and submit not less than 60 days before scheduled date of temporary flow control activities. As a minimum plan shall include the following:
 1. Procedures for removal of water.
 2. Procedures for determining nature and extent of damage and required restoration where restoration is possible.
 3. Provide for industrial hygienist and standby Subcontractor for cleanup of exterior and building interior spaces that might be affected by a spill, backup, or overflow. Industrial hygienist and cleanup Subcontractor shall be certified by IICRC and follow IICRC S500 for cleanup of Category 3 water.
- B. Implement for Full Scale Test and during temporary flow control.

3.06 BLOCKING FLOW

- A. Flow control may consist of blocking flow with mechanical or pneumatic plugs if only small amount of flow needs to be controlled and adequate storage is available.
- B. Use primary and secondary plugs for each flow control location.
- C. When blocking flow is no longer needed for performance and acceptance of the Work, remove plugs in a manner that permits sewage flow to slowly return to normal without surcharging or causing other major disturbances downstream.
- D. Remove temporary plugs at end of each working day and restore normal flow. If downstream work is not or cannot be completed during workday provide, operate, and maintain bypass pumping system or other method of flow control to accommodate flows.

3.07 PIPING

- A. Minimize disturbance of existing utilities.
- B. Where temporary flow control pipelines cross streets and private driveways, install pipeline in trench and cover with temporary pavement.

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- C. Installation of bypass pipelines is prohibited in salt marsh/wetland areas.

3.08 TEMPORARY SANITARY SEWAGE FLOW REDUCTION

- A. Contractor may request sewer service customers upstream of the Work area to reduce or curtail sewer flow.
 - 1. First Notice: Not less than 1 week nor more than 2 weeks prior to when sewer flow deduction or curtailment is requested.
 - 2. Second Notice: Not more than 24 hours nor less than 12 hours prior to when sewer flow deduction or curtailment is requested.
- B. When service lateral must be disconnected from main for more than 1 day, lateral shall be positively drained or pumped a minimum of once every 24 hours. Monitor status of flow and storage. Pump lateral more frequently where flows exceed storage capacity of lateral or temporary storage as may be provided by Contractor.
- C. Temporarily restore full flow services in uncompleted sections during nonwork hours.
- D. Promptly notify sewer service customers that were requested to reduce or curtail sewer flow when the Work is complete and full uninterrupted service restored.
- E. Contractor shall be responsible for control of sewage flows and under no circumstances be entitled to rely on flow reduction or curtailment by upstream sewer service customers.

3.09 DRAINING EXISTING PIPELINE

- A. Before initiating shutdown, ensure required materials, equipment, and labor are available onsite. Excavate and expose portions of existing pipeline to be removed.
- B. Provide tap and piping in place to drain sewage from existing pipeline before it is cut and to capture contents that may drain out when pipe is cut.

3.10 FIELD QUALITY CONTROL

- A. Hydrostatic Pressure Test for Pump Bypass Systems:
 - 1. Prior to operation, test each section of discharge piping with maximum pressure equal to 1.5 times maximum operating pressure of system.
 - 2. Notify Owner 24 hours prior to testing.

END OF SECTION

SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 DEFINITIONS

A. Products:

1. New items for incorporation in the Work, whether purchased by Contractor or Owner for the Project, or taken from previously purchased stock, and may also include existing materials or components required for reuse.
2. Includes the terms material, equipment, machinery, components, subsystem, system, hardware, software, and terms of similar intent and is not intended to change meaning of such other terms used in Contract Documents, as those terms are self-explanatory and have well recognized meanings in construction industry.
3. Items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of the date of the Contract Documents.

1.02 PREPARATION FOR SHIPMENT

- A.** When practical, factory assemble products. Mark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable protective coating.
- B.** Package products to facilitate handling and protect from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project and Contractor, equipment number, and approximate weight. Include complete packing list and bill of materials with each shipment.
- C.** Extra Materials, Special Tools, Test Equipment, and Expendables:
1. Furnish as required by individual Specifications.
 2. Schedule:
 - a. Ensure that shipment and delivery occurs concurrent with shipment of associated equipment.
 - b. Transfer to Owner shall occur immediately subsequent to Contractor's acceptance of equipment from Supplier.

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3. Packaging and Shipment:
 - a. Package and ship extra materials and special tools to avoid damage during long term storage in original cartons insofar as possible, or in appropriately sized, hinged-cover, wood, plastic, or metal box.
 - b. Prominently displayed on each package, the following:
 - 1) Manufacturer's part nomenclature and number, consistent with Operation and Maintenance Manual identification system.
 - 2) Applicable equipment description.
 - 3) Quantity of parts in package.
 - 4) Equipment manufacturer.
 - 5) Deliver materials to Site.
 4. Replace extra materials and special tools found to be damaged or otherwise inoperable at time of transfer to Owner.
- D. Request a minimum 7-day advance notice of shipment from manufacturer.
- E. Factory Test Results: Reviewed and accepted by Engineer before product shipment as required in individual Specification sections.

1.03 DELIVERY AND INSPECTION

- A. Deliver products in accordance with accepted current Progress Schedule and coordinate to avoid conflict with the Work and conditions at Site. Deliver anchor bolts and templates sufficiently early to permit setting prior to placement of structural concrete.
- B. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Include on label, date of manufacture and shelf life, where applicable.
- C. Unload products in accordance with manufacturer's instructions for unloading or as specified. Record receipt of products at Site. Promptly inspect for completeness and evidence of damage during shipment.
- D. Remove damaged products from Site and expedite delivery of identical new undamaged products, and remedy incomplete or lost products to provide that specified, so as not to delay progress of the Work.

1.04 HANDLING, STORAGE, AND PROTECTION

- A. Handle and store products in accordance with manufacturer's written instructions and in a manner to prevent damage. Store in approved storage yards or sheds provided in accordance with Section 01 50 00, Temporary Facilities and Controls. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.

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- B. Manufacturer's instructions for material requiring special handling, storage, or protection shall be provided prior to delivery of material.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to ensure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered, but not installed in the Work.
- D. Store electrical, instrumentation, and control products, and equipment with bearings in weather-tight structures maintained above 60 degrees F. Protect electrical, instrumentation, and control products, and insulate against moisture, water, and dust damage. Connect and operate continuously space heaters furnished in electrical equipment.
- E. Store fabricated products above ground on blocking or skids, and prevent soiling or staining. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
- F. Store finished products that are ready for installation in dry and well-ventilated areas. Do not subject to extreme changes in temperature or humidity.
- G. After installation, provide coverings to protect products from damage due to traffic and construction operations. Remove coverings when no longer needed.
- H. Hazardous Materials: Prevent contamination of personnel, storage area, and Site. Meet requirements of product specification, codes, and manufacturer's instructions.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual Specifications.
- B. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications.

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- C. Like items of products furnished and installed in the Work shall be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, manufacturer's services, and implement same or similar process instrumentation and control functions in same or similar manner.
- D. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- E. Provide interchangeable components of the same manufacturer, for similar components, unless otherwise specified.
- F. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA, state, and local health and safety regulations.
- G. Regulatory Requirement: Coating materials shall meet federal, state, and local requirements limiting the emission of volatile organic compounds and for worker exposure.
- H. Safety Guards: Provide for all belt or chain drives, fan blades, couplings, or other moving or rotary parts. Cover rotating part on all sides. Design for easy installation and removal. Use 16-gauge or heavier; galvanized steel, aluminum coated steel, or galvanized or aluminum coated 1/2-inch mesh expanded steel. Provide galvanized steel accessories and supports, including bolts. For outdoors application, prevent entrance of rain and dripping water.
- I. Authority Having Jurisdiction (AHJ):
 - 1. Provide the Work in accordance with NFPA 70, National Electrical Code (NEC). Where required by the AHJ, material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.
 - 2. Materials and equipment manufactured within the scope of standards published by Underwriters Laboratories, Inc. shall conform to those standards and shall have an applied UL listing mark.
- J. Equipment Finish:
 - 1. Provide manufacturer's standard finish and color, except where specific color is indicated.

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2. If manufacturer has no standard color, provide equipment with gray finish as approved by Owner.
- K. Special Tools and Accessories: Furnish to Owner, upon acceptance of equipment, all accessories required to place each item of equipment in full operation. These accessory items include, but are not limited to, adequate oil and grease (as required for first lubrication of equipment after field testing), light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators, special tools, and other spare parts as required for maintenance.
- L. Lubricant: Provide initial lubricant recommended by equipment manufacturer in sufficient quantity to fill lubricant reservoirs and to replace consumption during testing, startup, and operation until final acceptance by Owner.
- M. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
 1. Use or reuse of components and materials without a traceable certification is prohibited.

2.02 FABRICATION AND MANUFACTURE

A. General:

1. Manufacture parts to U.S.A. standard sizes and gauges.
2. Two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.
3. Design structural members for anticipated shock and vibratory loads.
4. Use 1/4-inch minimum thickness for steel that will be submerged, wholly or partially, during normal operation.
5. Modify standard products as necessary to meet performance Specifications.

B. Lubrication System:

1. Require no more than weekly attention during continuous operation.
2. Convenient and accessible; oil drains with bronze or stainless steel valves and fill-plugs easily accessible from the normal operating area or platform. Locate drains to allow convenient collection of oil during oil changes without removing equipment from its installed position.

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3. Provide constant-level oilers or oil level indicators for oil lubrication systems.
4. For grease type bearings, which are not easily accessible, provide and install stainless steel tubing; protect and extend tubing to convenient location with suitable grease fitting.

2.03 SOURCE QUALITY CONTROL

- A. Where Specifications call for factory testing to be witnessed by Engineer, notify Engineer not less than 14 days prior to scheduled test date, unless otherwise specified.
- B. Calibration Instruments: Bear the seal of a reputable laboratory certifying instrument has been calibrated within the previous 12 months to a standard endorsed by the National Institute of Standards and Technology (NIST).
- C. Factory Tests: Perform in accordance with accepted test procedures and document successful completion.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect materials and equipment for signs of pitting, rust decay, or other deleterious effects of storage. Do not install material or equipment showing such effects. Remove damaged material or equipment from the Site and expedite delivery of identical new material or equipment. Delays to the Work resulting from material or equipment damage that necessitates procurement of new products will be considered delays within Contractor's control.

3.02 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

- A. When so specified, a Manufacturer's Certificate of Compliance, a copy of which is attached to this section, shall be completed in full, signed by entity supplying the product, material, or service, and submitted prior to shipment of product or material or execution of the services.
- B. Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.
- C. Such form shall certify proposed product, material, or service complies with that specified. Attach supporting reference data, affidavits, and certifications as appropriate.

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- D. May reflect recent or previous test results on material or product, if acceptable to Engineer.

3.03 INSTALLATION

- A. Equipment Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.
- B. No shimming between machined surfaces is allowed.
- C. Install the Work in accordance with NECA Standard of Installation, unless otherwise specified.
- D. Repaint painted surfaces that are damaged prior to equipment acceptance.
- E. Do not cut or notch any structural member or building surface without specific approval of Engineer.
- F. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instruction at Site, available for review at all times.
- G. For material and equipment specifically indicated or specified to be reused in the Work:
 - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
 - 2. Arrange for transportation, storage, and handling of products that require offsite storage, restoration, or renovation. Include costs for such Work in the Contract Price.

3.04 ADJUSTMENT AND CLEANING

- A. Perform required adjustments, tests, operation checks, and other startup activities.

3.05 SUPPLEMENTS

- A. The supplement listed below, following "End of Section", is part of this specification.
 - 1. Form: Manufacturer's Certificate of Compliance.

END OF SECTION

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MANUFACTURER'S CERTIFICATE OF COMPLIANCE

OWNER: _____ PRODUCT, MATERIAL, OR SERVICE
PROJECT NAME: _____ SUBMITTED: _____
PROJECT NO: _____

Comments: _____

I hereby certify that the above-referenced product, material, or service called for by the Contract for the named Project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the Contract requirements, and are in the quantity shown.

Date of Execution: _____, 20__

Manufacturer: _____

Manufacturer's Authorized Representative (*print*): _____

(Authorized Signature)

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Submit prior to application for final payment.
 - a. Record Documents: As required in General Conditions.
 - b. Special bonds, Special Guarantees, and Service Agreements.
 - c. Consent of Surety to Final Payment: As required in General Conditions.
 - d. Releases or Waivers of Liens and Claims: As required in General Conditions.
 - e. Releases from Agreements.
 - f. Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 01 29 00, Payment Procedures.
 - g. Extra Materials: As required by individual Specification sections.

1.02 RECORD DOCUMENTS

A. Quality Assurance:

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
 - b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
4. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor's Application for Payment, either partial or final.

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1.03 RELEASES FROM AGREEMENTS

- A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
- B. In the event Contractor is unable to secure written releases:
 - 1. Inform Owner of the reasons.
 - 2. Owner or its representatives will examine the Site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
 - 3. Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory bond in a sum to cover legal Claims for damages.
 - 4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if: (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate Claims that Contractor has failed to fulfill terms of side agreement or special easement, or (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

- A. General:
 - 1. Promptly following commencement of Contract Times, secure from Engineer at no cost to Contractor, one complete set of Contract Documents.
 - 2. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.
 - 3. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

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B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and Samples available at all times for observation by Engineer.

C. Making Entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
 - a. Color Coding:
 - 1) Green when showing information deleted from Drawings.
 - 2) Red when showing information added to Drawings.
 - 3) Blue and circled in blue to show notes.
2. Date entries.
3. Call attention to entry by “cloud” drawn around area or areas affected.
4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, and Engineer’s written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
 - a. Clearly identify the item by accurate note such as “cast iron drain,” “galv. water,” and the like.
 - b. Show, by symbol or note, vertical location of item (“under slab,” “in ceiling plenum,” “exposed,” and the like).
 - c. Make identification so descriptive that it may be related reliably to Specifications.

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3.02 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.
1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner and Engineer.
 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
 4. Clean all windows.
 5. Clean and wax wood, vinyl, or painted floors.
 6. Broom clean exterior paved driveways and parking areas.
 7. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
 8. Rake clean all other surfaces.
 9. Remove snow and ice from access to buildings.
 10. Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.
 11. Leave water courses, gutters, and ditches open and clean.
- B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this Section:
1. Air-Conditioning, Heating, and Refrigeration Institute (AHRI):
Guideline K, Containers for Recovered Non-flammable Fluorocarbon Refrigerants.
 2. American National Standards Institute (ANSI): A10.6, Safety Requirements for Demolition Operations.
 3. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.
 4. Environmental Protection Agency (EPA), U.S. Code of Federal Regulations (CFR), Title 40:
 - a. Part 61—National Emission Standards for Hazardous Air Pollutants.
 - b. Part 82—Protection of Stratospheric Ozone.
 - c. Part 273—Standards for Universal Waste Management.

1.02 DEFINITIONS

- A. ACM: Asbestos-containing material.
- B. Demolition: Dismantling, razing, destroying, or wrecking of any fixed building or structure or any part thereof. Demolition also includes removal of pipes, manholes tanks, conduit, and other underground facilities, whether as a separate activity or in conjunction with construction of new facilities.
- C. Modify: Provide all necessary material and labor to modify an existing item to the condition indicated or specified.
- D. Relocate: Remove, protect, clean and reinstall equipment, including electrical, instrumentation, and all ancillary components required to make the equipment fully functional, to the new location identified on the Drawings.
- E. Renovation: Altering a facility or one or more facility components in any way.

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- F. Salvage/Salvageable: Remove and deliver, to the specified location(s), the equipment, building materials, or other items so identified to be saved from destruction, damage, or waste; such property to remain that of Owner. Unless otherwise specified, title to items identified for demolition shall revert to Contractor.

Contact: Cory Moose
Email: cmoose@midlandtexas.gov
Phone: 432-685-7937

- G. Universal Waste Lamp: In accordance with 40 CFR 273, the bulb or tube portion of an electric lighting device, examples of which include, but are not limited to, fluorescent, high-intensity discharge, neon, mercury vapor, high-pressure sodium, and metal halide lamps.
- H. Universal Waste Thermostat: A temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element, and mercury-containing ampules that have been removed from these temperature control devices in compliance with the requirements of 40 CFR 273.

1.03 SUBMITTALS

- A. Informational Submittals:
1. Submit proposed Demolition/Renovation Plan, in accordance with requirements specified herein, for approval before such Work is started.
 2. Submit copies of any notifications, authorizations and permits required to perform the Work.
 3. Copies of reports and other documentation required for abandoning wells.

1.04 REGULATORY AND SAFETY REQUIREMENTS

- A. When applicable, demolition Work shall be accomplished in strict accordance with 29 CFR 1926-Subpart T.
- B. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor's safety requirements shall conform to ANSI A10.6.
- C. Furnish timely notification of this demolition project to applicable federal, state, regional, and local authorities in accordance with 40 CFR 61-Subpart M.

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1.05 DEMOLITION/RENOVATION PLAN

- A. Demolition/Renovation Plan shall provide for safe conduct of the Work and shall include:
 - 1. Detailed description of methods and equipment to be used for each operation;
 - 2. The Contractor's planned sequence of operations, including coordination with other work in progress;
 - 3. Disconnection schedule of utility services.

1.06 SEQUENCING AND SCHEDULING

- A. The Work of this Specification shall not commence until Contractor's Demolition/Renovation Plan has been approved by Engineer.
- B. Include the Work of this Specification in the progress schedule, as specified in Section 01 32 00, Construction Progress Documentation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXISTING FACILITIES TO BE DEMOLISHED OR RENOVATED

- A. Utilities and Related Equipment:
 - 1. Notify Owner or appropriate utilities to turn off affected services at least 48 hours before starting demolition activities.
 - 2. Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by Engineer.
 - 3. When utility lines are encountered that are not indicated on the Drawings, notify Engineer and Owner prior to further work in that area.
 - 4. Remove meters and related equipment and deliver to a location as determined by the Owner.
 - 5. Excavate and remove utility lines serving buildings to be demolished to a distance of 5 feet beyond the outside perimeter of the demolition.
 - 6. Plug sewer lines with concrete to a minimum plug length of 2 feet to prevent groundwater infiltration.
- B. Electrical:
 - 1. Cut off concealed or embedded conduit, boxes, or other materials a minimum of 3/4 inch below final finished surface.

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2. When removing designated equipment, conduit and wiring may require rework to maintain service to other equipment.
3. Rework existing circuits, or provide temporary circuits as necessary during renovation to maintain service to existing lighting and equipment not scheduled to be renovated. Existing equipment and circuiting shown are based upon limited field surveys. Verify existing conditions, make all necessary adjustments, and record the Work on the Record Drawings. This shall include, but is not limited to, swapping and other adjustments to branch circuits and relocation of branch circuit breakers within panelboards as required to accomplish the finished work.
4. Reuse of existing luminaires, devices, conduits, boxes, or equipment will be permitted only where specifically indicated.
5. Raceways and cabling not scheduled for reuse.
6. Inaccessibly Concealed: Cut off and abandon in place.
7. Exposed or Concealed Above Accessible Ceilings: Remove.
8. Raceways and Cabling Scheduled for Future Use: Cap/seal and tag.
9. Relocating Equipment: Extend existing wiring or run new wiring from the source.
10. Where the existing raceway is concealed, the outlet box shall be cleaned, and a blank cover plate installed.
11. Where the concealed raceway is uncovered remove raceway (or extended to new location if appropriate).
12. Provide new typewritten panelboard circuit directory cards.

3.02 PROTECTION

- A. Dust and Debris Control: Prevent the spread of dust and debris to occupied portions of the jobsite and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.
- B. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal Work, use traffic barricades with flashing lights.
- C. Existing Work:
 1. Survey the site and examine the Drawings and Specifications to determine the extent of the Work before beginning any demolition or renovation.
 2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of Owner; any Contractor-damaged items shall be repaired or replaced as directed by Engineer.

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3. Provide temporary weather protection during interval between removal of existing exterior surfaces and installation of new to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 4. Ensure that structural elements are not overloaded as a result of or during performance of the Work. Responsibility for additional structural elements or increasing the strength of existing structural elements as may be required as a result of any Work performed under this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.
 5. Do not overload pavements to remain.
- D. Weather Protection: For portions of the building scheduled to remain, protect building interior and materials and equipment from weather at all times. Where removal of existing roofing is necessary to accomplish the Work, have materials and workmen ready to provide adequate and temporary covering of exposed areas so as to ensure effectiveness and to prevent loss.
- E. Trees: Protect trees within the Site that might be damaged during demolition and are indicated to be left in place, by a 6-foot-high fence. The fence shall be securely erected a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Any tree designated to remain that is damaged during the Work shall be replaced in kind, as approved by the Engineer.
- F. Facilities:
1. Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
 2. Floors, roofs, walls, columns, pilasters, and other structural elements that are designed and constructed to stand without lateral support or shoring, and are determined by Contractor to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Engineer.
 3. Protect all facility elements not scheduled for demolition.
 4. Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities.
- G. Protection of Personnel:
1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.

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2. Provide temporary barricades and other forms of protection to protect Owner's personnel and the general public from injury due to demolition Work.
3. Provide protective measures as required to provide free and safe passage of Owner's personnel and the general public to occupied portions of the structure.

3.03 BURNING

- A. The use of burning at the Site for the disposal of refuse and debris will not be permitted.

3.04 RELOCATIONS

- A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Clean all items to be relocated prior to reinstallation, to the satisfaction of Engineer. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by Engineer.

3.05 BACKFILL

- A. Do not use demolition debris as backfill material.
- B. Fill excavations, open basements and other hazardous openings to existing ground level or foundation level of new construction in accordance with Section 31 23 23, Fill and Backfill.

3.06 TITLE TO MATERIALS

- A. All salvaged equipment will remain the property of Owner.
- B. With the exception of the following listed salvaged equipment, all items designated to be removed shall become the property of Contractor:
 1. Lift station Pumps.
 2. Lift Station Electrical Panels.

3.07 DISPOSITION OF MATERIAL

- A. Do not remove equipment and materials without approval of Contractor's Demolition/Renovation Plan by Engineer.
- B. Salvage equipment to the maximum extent possible.

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3.08 REUSE OF MATERIALS AND EQUIPMENT

- A. Remove and store materials and equipment listed in Article Title To Materials to be reused or relocated to prevent damage, and reinstall as the Work progresses.
- B. Properly store and maintain equipment and materials in same condition as when removed.
- C. Equipment and material designated to be reused shall be cleaned, serviced, and checked for proper operability before being put back into service.
- D. Engineer will determine condition of equipment and materials prior to removal.
- E. The fill in the disposal area shall remain below elevation and after disposal is completed, the disposal area shall be uniformly graded to drain.
- F. Combustible material shall be disposed of off the Site.
- G. Universal Waste Lamps and Thermostats: Dispose of in strict accordance with 40 CFR 273.

3.09 CLEANUP

- A. Debris and rubbish shall be removed from basement and similar excavations. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

SECTION 02 41 01
ELECTRIC UTILITIES DEMOLITION

PART 1 GENERAL

1.01 SUBMITTALS

- A. Informational Submittals:
1. Subschedule of demolition.
 2. Methods of demolition and equipment proposed to remove each assembly unit.
 3. Copies of any authorizations and permits required to perform the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 POLES

- A. Do not remove ground wire or pole numbering attached to pole.
- B. Remove pole and backfill, tamp, and mound holes, unless holes will be reused.

3.02 CONDUCTOR UNIT

- A. Remove conductor or cable without cutting and reel for reuse by Owner; measure in 1,000-foot increments.
- B. Retain as Salvage: Jumpers, tie wire, armor rods, connectors, and other conductor accessories.

3.03 SERVICE UNITS

- A. Remove assembly and untie, resag, and retie secondary conductor or cables when existing service conductor or cable will be reused.

3.04 OTHER ASSEMBLIES

<u>Unit</u>	<u>Description</u>
Street Light	Attached to service pole and is used primarily for light to the lift station site

END OF SECTION

SECTION 03 15 00
CONCRETE JOINTS AND ACCESSORIES

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. ASTM International (ASTM):
 - a. A36/A36M, Specification for Carbon Structural Steel.
 - b. A615/A615M, Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 - c. A653/A653M, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - d. A767/A767M, Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
 - e. C920, Specification for Elastomeric Joint Sealants.
 - f. D226, Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - g. D227, Specification for Coal-Tar Saturated Organic Felt Used in Roofing and Waterproofing.
 - h. D994, Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
 - i. D1056, Specification for Flexible Cellular Materials—Sponge or Expanded Rubber.
 - j. D1171, Standard Guide for Evaluating Nonwoven Fabrics.
 - k. D1751, Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
 - l. D1752, Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
 - m. D2240, Standard Test Method for Rubber Property – Durometer Hardness.
 2. Corps of Engineers (COE): CRD-C-572, Corps of Engineers Specifications for Polyvinylchloride Waterstop.

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1.02 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
 - a. Waterstop: Details of splices, method of securing and supporting waterstop in forms to maintain proper orientation and location during concrete placement.
 - b. Construction Joints, Expansion Joints and Control Joints: Layout and location for each type. Include joints locations shown on Drawings, additional required joint locations and any proposed alternate locations.
2. Product Data:
 - a. Waterstops.
 - b. Bond breaker.
 - c. Premolded joint fillers.
 - d. Pourable joint fillers.
 - e. Preformed control joints.
 - f. Epoxy-coated dowels.
 - g. Roofing felt.
 - h. Accessories not specified in other sections.
3. Samples: PVC waterstop splice, joint, and fabricated cross of each size, shape, and fitting of waterstop.

B. Informational Submittals:

1. Certification:
 - a. Letter stating compatibility between liquids being contained and materials used for:
 - 1) Waterstops.
 - 2) Joint fillers.
 - b. Manufacturer's application instructions for:
 - 1) Bonding agent.
 - 2) Bond breaker.
2. Manufacturer's written instructions for product shipment, storage, handling, installation/application, and repair for:
 - a. Waterstops.
 - b. Bond breaker.
 - c. Bonding agent.
 - d. Premolded joint fillers.
 - e. Pourable joint fillers (sealant proportions not required as products used only as a filler).
 - f. Preformed control joints.

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1.03 DELIVERY, STORAGE, AND HANDLING

- A. Acceptance at Site: Verify delivered materials are in accordance with Specifications, regulatory agencies, and Manufacturer's product data sheets prior to unloading and storing onsite.
- B. Storage: Store materials under tarps to protect from oil, dirt, and sunlight or as required by Manufacturer.

PART 2 PRODUCTS

2.01 PLASTIC WATERSTOP

- A. Extruded from elastomeric plastic compound of which basic resin shall be prime virgin polyvinyl chloride (PVC). Compound shall not contain scrapped material, reclaimed material, or pigment.
- B. Specific Gravity: Approximately 1.37.
- C. Shore Durometer Type A Hardness: Approximately 80.
- D. Performance Requirements: COE Specification CRD-C-572.
- E. Type Required in All Expansion, Contraction, and Control Joints: 6 inches wide or 9 inches wide with center bulb and parallel longitudinal ribs or protrusions on each side of strip center, as indicated on Drawings.
- F. Type Required in Construction Joints: Flat ribbed, 6 inches wide or 9 inches wide with parallel longitudinal ribs or protrusions on each side of strip center. Center bulb is optional.
- G. Corrugated or tapered type waterstops are not acceptable.
- H. Thickness: Constant from bulb edge (or center of waterstop) to outside stop edge.
- I. Minimum Weight per Foot of Waterstop:
 - 1. 0.50 pound for 3/16 inch by 4 inches.
 - 2. 1.60 pounds for 3/8 inch by 6 inches.
 - 3. 2.30 pounds for 3/8 inch by 9 inches.
- J. Factory Fabrications: Use only factory fabrications for intersections, transitions, and changes of direction.

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K. Manufacturers and Products for Center Bulb Type:

1. Use same manufacturers for flat ribbed profile:
 - a. Vinylex Corp., St Louis, MO.; No. RB638H (6 inches by 3/8 inch) and No. RB938H (9 inches by 3/8 inch).
 - b. Greenstreak, St. Louis, MO; Style No. 702, (4 inches by 3/16 inch), Style 732 (6 inches by 3/8 inch) and Style 735 (9 inches by 3/8 inch).
 - c. Durajoint, Garrettsville, OH.; Type 3, (4 inches by 3/16 inch), Type 9 (6 inches by 3/8 inch), and Type 10 (9 inches by 3/8 inch).
 - d. BoMetals, Carrollton, GA.: No. RCB-4316LB (4 inches by 3/16 inch), No. RCB-638LB (6 inches by 3/8 inch) and No. RCB-938NT (9 inches by 3/8 inch).
 - e. Dacon Plastics LLC, Jacksonville, TX; No. RCB11, (4 inches by 3/16 inch), No. RCB17 (6 inches by 3/8 inch) and No. RCB18 (9 inches by 3/8 inch).

2.02 WIRE LOOPED PLASTIC WATERSTOP

- A. Furnish as alternative to plastic waterstops.
- B. Same material and geometry as plastic waterstops.
- C. Furnish with continuous galvanized wire looping at edge for convenience in positioning and securing stop in place in forms.
- D. Manufacturer and Product: Paul Murphy Plastics, Roseville, MI; “Wire Stop Waterstop”; geometry numbers ACR 6380, ACR 9380, as shown on Paul Murphy Plastics Co. Drawing No. CCP-120-12M.

2.03 HYDROPHILIC WATERSTOP

- A. For use at construction joints only, where new concrete is placed against existing concrete and as shown on Drawings.
- B. Material shall be a nonbentonite hydrophilic rubber compound.
- C. Manufacturers and Products:
 1. Greenstreak Plastic Products, St. Louis, MO; Hydrotite CJ-1020-2K with Leakmaster LV-1 adhesive and sealant.
 2. Adeka Ultra Seal, JLM Associates, Spearfish, SD; MC-2010M with 3M-2141 adhesive and P-201 sealant.

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2.04 INJECTION-TYPE WATERSTOP

- A. Reinjectable waterstop hose system for use where shown on Drawings.
- B. Reinjectable Water Stop Hose:
 - 1. Fabricated of polyvinyl chloride (PVC) compound.
 - 2. Contain discharge openings to allow for disbursement of an injection material into expansion joint.
 - a. Discharge openings designed to be sealed tight during concreting operation to prevent entry of mixing water and cement slurry.
 - 3. Allows free and uniform discharge of injection material over entire length of hose during injection process.
 - 4. Able to be internally cleaned by using water and vacuum pressure.
- C. Injection Material: Hydrophilic or hydrophobic resin grout for use in expansion joints as recommended by reinjectable waterstop hose manufacturer.
- D. Manufacturers and Products:
 - 1. Greenstreak/BBZ, St. Louis, MO.; Fuko Injection Hose System with Multigel 850.
 - 2. Deneef Construction Chemicals, Inc., Houston, TX.; TRIOject Injection Hose System with Hydro Active Grout.

2.05 RETROFIT PVC WATERSTOP

- A. Material: See Article Plastic Waterstop.
- B. Factory Fabrications: Use only factory fabrications for intersections, transitions, and changes of direction
- C. Stainless Steel Batten Bar: AISI Type 304. Size and configuration in accordance with manufacturer's instructions.
- D. Manufacturers and Products:
 - 1. Vinylex Corp., St Louis, MO; No. RET638 (6 inches by 3/8 inch) and No. RET912 (9 inches by 3/8 inch).
 - 2. Greenstreak, St. Louis, MO; Style 609 (6 inches by 3/8 inch) and Style 667 (9 inches by 1/2 inch).
 - 3. BoMetals, Carrollton, GA; No. RF-912 (9 inches by 1/2 inch).

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2.06 BOND BREAKER

- A. Tape for Joints: Adhesive-backed glazed butyl or polyethylene tape. Same width as joint that will adhere to premolded joint material or concrete surface.
- B. Use bond prevention material as specified in Section 03 30 00, Cast-in-Place Concrete, except where bond breaker tape is specifically called for on Drawings.

2.07 PREMOLDED JOINT FILLER

- A. Bituminous Type: ASTM D994 or ASTM D1751.
- B. Sponge Rubber:
 - 1. Neoprene, closed-cell, expanded; ASTM D1056, Type 2C5, with compression deflection, 25 percent deflection (limits), 119 kPa to 168 kPa (17 psi to 24 psi) minimum. Use in joints for potable and nonpotable water containment structures.
 - 2. Manufacturer and Product: Monmouth Rubber and Plastics, Corp, Long Branch, NJ; Durafoam DK5151.

2.08 POURABLE JOINT FILLERS

- A. General: Although product is a sealant, it is being specified as a filler to prevent debris accumulation and allow expansion and contraction under shrinkage and thermal loads. It does not need to meet proportional sealant geometry requirements.
- B. Filler for Potable or Non-Potable Water Containment Structures:
 - 1. Multicomponent sealant, self-leveling or nonsag as required for level, sloping, or vertical joints.
 - 2. Color: White.
 - 3. Manufacturer and Product: Sika Corp., Lyndhurst, NJ; Sikaflex-2c SL.
- C. Filler for Nonpotable Water Containment Structures Only:
 - 1. Pourable, two-component, cold-applied compound meeting ASTM C920, Type M, Grade P, Class 25, Use T.
 - 2. Color: Black.
 - 3. Manufacturer and Product: W.R. Meadows, Inc., Elgin, IL; Gardox.

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PART 3 EXECUTION

3.01 GENERAL

- A. Commence concrete placement after joint preparation is complete.
- B. Time Between Concrete Pours: As specified in Section 03 30 00, Cast-in-Place Concrete.

3.02 SURFACE PREPARATION

- A. Construction Joints: Prior to placement of abutting concrete, clean contact surface.
 - 1. Remove laitance and spillage from steel reinforcement and dowels.
 - 2. Roughen surface to minimum of 1/4-inch amplitude:
 - a. Sandblast after concrete has fully cured.
 - b. Water blast after concrete has partially cured.
 - c. Green cut fresh concrete with high-pressure water and hand tools.
 - 3. Perform cleaning so as not to damage waterstop, if one is present.
- B. Expansion Joint:
 - 1. Use wire brush or motorized device to mechanically roughen and thoroughly clean concrete surfaces on each side of joint from plastic waterstop to top of joint.
 - 2. Use dry, high-pressure air to remove dust and foreign material, and dry joint.
 - 3. Prime surfaces as required before placing joint filler.
 - 4. Avoid damage to waterstop.
- C. Contraction Joint and Control Joint:
 - 1. Coat concrete surfaces above and below plastic waterstop with bond breaker.
 - 2. Do not damage or coat waterstop.
- D. Construction Joint with Hydrophilic Waterstop:
 - 1. Follow hydrophilic waterstop manufacturer's written instructions.
 - 2. Clean debris, dirt, dust, and foreign material from concrete surface. Concrete surface must be smooth, clean, and dry. Grind concrete as required.

3.03 INSTALLATION OF WATERSTOPS

A. General:

1. Continuous waterstop shall be installed in all construction joints in walls and slabs of water holding basins and channels and in walls of belowgrade structures, unless specifically noted otherwise.
2. Join waterstop at intersections to provide continuous seal.
3. Center waterstop on joint.
4. Secure waterstop in correct position. Tie waterstop to steel reinforcement using grommets, "Hog Rings," or tiewire at maximum spacing of 12 inches. Do not displace waterstop during concrete placement.
5. Repair or replace damaged waterstop.
6. Place concrete and vibrate to obtain impervious concrete in vicinity of joints.
7. Joints in Footings and Slabs:
 - a. Ensure that space beneath horizontal waterstop is completely filled with concrete.
 - b. During concrete placement, make visual inspection of waterstop area.
 - c. Limit concrete placement to elevation of waterstop in first pass, vibrate concrete under waterstop, lift ribbed waterstop to confirm full consolidation without voids, then place remaining concrete to full height of slab.

B. Plastic Waterstops:

1. Install in accordance with manufacturer's written instructions.
2. Splice in accordance with waterstop manufacturer's written instructions using Teflon-coated thermostatically controlled heating iron at approximately 380 degrees F.
 - a. Allow at least 10 minutes before new splice is pulled or strained in any way.
 - b. Finished splices shall provide cross section that is dense and free of porosity with tensile strength of not less than 80 percent of unspliced materials.
 - c. Use only factory made waterstop fabrications for all intersections, changes of directions and transitions.
 - d. Field splice permitted only for straight butt welds.
3. Wire looped plastic waterstop may be substituted for plastic waterstop.

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C. Hydrophilic Waterstop:

1. Install in accordance with manufacturer's written instructions.
2. Provide minimum of 2-1/2 inches of concrete cover over waterstop. When structure has two layers of steel reinforcement, locate centered between layers of steel or as shown.
3. Apply adhesive to concrete surface and allow to dry for specified time before applying waterstop strip.
4. Lap ends of waterstop strip together at splices and corners and join with sealant.
5. Verify that waterstop is anchored firmly in place before placing concrete. Do not allow vibrator to come into contact with waterstop.
6. Lap hydrophilic waterstop 2 feet minimum with intersecting plastic waterstops.

D. Injection-Type Waterstop:

1. Install reinjectable waterstop hose in accordance with manufacturer's instructions.
2. After concrete has been placed and cured for a minimum of 28 days, inject specified injection material into reinjectable waterstop hose in accordance with manufacturer's instructions.
3. Upon completion of injection process, clean out remaining injection material in hose in accordance with manufacturer's instructions to allow for future injections.

E. Retrofit PVC Waterstop:

1. Install retrofit PVC waterstop in accordance with manufacturer's instructions.
2. Prepare surface of existing concrete in accordance with manufacturer's instructions. Apply a bed of epoxy, approximately 1/8 inch thick and slightly wider than waterstop base, to concrete surface.
3. Place the retrofit waterstop in place prior to the curing of the epoxy, securing waterstop with stainless steel batten bars and stainless steel post-installed anchors. Fasten one side at a time, making sure retrofit profile is positioned to eliminate any air pockets or voids between waterstop and existing concrete.
4. Butt splice by thermally fusing the free ends together prior to attaching to wall in accordance with manufacturer's instructions.

3.04 EXPANSION JOINT INSTALLATION

A. Premolded Joint Filler:

1. Sufficient in width to completely fill joint space where shown.
2. Install per manufacturer's written instructions.
3. If waterstop is in joint, cut premolded joint filler to butt tightly against waterstop and concrete face.
4. Precut premolded joint filler to required depth at locations where joint filler or sealant is to be applied.
5. Form cavities for joint filler with either precut, premolded joint filler, or smooth removable accurately shaped material. Entire joint above waterstop, in slabs, shall be formed and removed so that entire space down to waterstop can be filled with the pourable joint filler.
6. Vibrate concrete thoroughly along joint form to produce dense, smooth surface.

B. Bituminous Type Premolded Joint Filler:

1. Drive nails approximately 1 foot 6 inches on center through filler, prior to installing, to provide anchorage embedment into concrete during concrete placement.
2. Secure premolded joint filler in forms before concrete is placed.

C. Pourable Joint Filler:

1. General:
 - a. Install in accordance with the manufacturer's written instructions, except as specified below:
 - 1) Apply primer prior to pouring joint filler.
 - 2) Fill entire joint above the waterstop with joint filler as shown.
 - 3) Use masking tape on top of slabs at sides of joints; clean spillage. Remove masking tape afterwards.
 - 4) Sealant products used as fillers need not meet sealant geometry parameters. Do not use backing rods.

3.05 CONTRACTION JOINT INSTALLATION

A. Place bond breaker above and below waterstop.

B. Vibrate concrete thoroughly along the joint form to produce a dense, smooth surface. Do not roughen surface.

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3.06 CONTROL JOINT INSTALLATION

- A. Install waterstop.
- B. Vibrate concrete thoroughly along the joint form to produce a dense, smooth surface. Do not roughen surface.
- C. Install bond breaker to concrete surfaces above and below waterstop.

3.07 PREFORMED CONTROL JOINTS

- A. Use only where specifically shown; do not use in water-holding basins.
- B. Locate slightly below top of slab.
- C. Install in accordance with manufacturer's written instructions in straight, full-length pieces.
- D. Steel Strip Type with Preformed Groove: Brace to withstand pressure of concrete during and after placement using only approved stakes and other secondary installation materials.

END OF SECTION

SECTION 03 24 00
FIBROUS REINFORCING

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. ASTM International (ASTM):
 - a. C78, Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
 - b. C1116, Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
 - c. E119, Standard Test Methods for Fire Tests of Building Construction and Materials.

1.02 DEFINITIONS

- A. Aspect Ratio: The ratio of length to diameter of the fiber.
- B. Fibrillated Fibers: Fibers in bundles that, when added to concrete during mixing, separate into uniformly distributed angular fibrils (fiber strands) which act as secondary concrete reinforcement.
- C. Macro-Fibers: Longer length, higher volume, typically 0.4 percent to 0.7 percent by volume fiber, sometimes referred to as structural fibers.
- D. Micro-Fibers: Shorter length, low dose, typically 0.1 percent by volume fibers designed to control plastic shrinkage cracking.
- E. Monofilament Fiber: Single filament fiber.

1.03 SYSTEM DESCRIPTION

- A. Performance Requirements:
1. Minimum residual strength index of 50 psi.
 2. 2-hour fire resistance rating when tested under ASTM E119 on Series 700, Series 800, and Series 900 composite metal deck assemblies.

1.04 SUBMITTALS

- A. Action Submittals: Product data for fibrillated fibers.

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- B. Informational Submittals: Manufacturer's written instructions for mixing and batching of fibrillated fibers.

PART 2 PRODUCTS

2.01 MATERIALS

A. Micro-Fibers:

1. 100 percent virgin polypropylene self-fibrillating fibers.
2. Multidesign gradation.
3. Fibrillated bundles to allow uniform distributed angular fibrils (fiber strands) when mixed into concrete.
4. Specific Gravity: 0.91 minimum.
5. Reprocessed olefin materials are not allowed.
6. Type III fibers conforming to ASTM C1116, Part 4.1.3.
7. Fiber Length: 0.50 inch to 1.0 inch.
8. Manufacturers and Products:
 - a. Euclid Chemical Company, Cleveland OH; Fiberstrand F.
 - b. Propex Concrete Systems Corporation, Chattanooga, TN; Fibermesh 300.

B. Macro-Fibers:

1. Polypropylene/polyethylene monofilament.
2. Specific Gravity: 0.92.
3. Tensile Strength: 85 ksi minimum.
4. Type III fibers conforming to ASTM C1116.
5. Aspect Ratio: 70 minimum.
6. Fiber Length: 1.50 inch to 2.0 inch.
7. Manufacturer:
 - a. Euclid Chemical Company, Cleveland, OH; Tuf-Strand SF.
 - b. W. R. Grace & Company, Cambridge, MA; Strux 90/40.
 - c. Propex Concrete Systems Corporation, Chattanooga, TN; Fibermesh 650.

- C. Concrete: Components shall conform to Section 03 30 00, Cast-in-Place Concrete.

2.02 CONCRETE MIX DESIGN AND CONCRETE MIXING

- A. In accordance with Section 03 30 00, Cast-in-Place Concrete.
- B. Add 1.5 pounds minimum per cubic yard at the time concrete is batched.
- C. Mix fibers into concrete in accordance with fiber manufacturer's instructions.

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PART 3 EXECUTION

3.01 PLACING, PROTECTING, CURING, AND FINISHING

- A. In accordance with Section 03 30 00, Cast-in-Place Concrete.

3.02 FIELD QUALITY CONTROL

- A. Test as specified in Section 03 30 00, Cast-in-Place Concrete.
- B. Test fiber reinforced concrete with a modified version of ASTM C78 test using the printed test procedure provided by Fibermesh.
- C. Test minimum of two beam Samples prior to casting the concrete.
- D. Test minimum of two additional beam Samples for each 25 cubic yards or any portion thereof used on the Project.

3.03 MANUFACTURER'S SERVICE

- A. Provide the services of a technical representative to instruct the concrete supplier in proper batching and mixing of materials.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards that may be referenced in this section:
1. American Concrete Institute (ACI):
 - a. 117, Specification for Tolerances for Concrete Construction and Materials.
 - b. 301, Specifications for Structural Concrete.
 - c. 305.1, Specification for Hot Weather Concreting.
 - d. 306.1, Standard Specification for Cold Weather Concreting.
 - e. 350.1, Specification for Tightness Testing of Environmental Engineering Concrete Containment Structures.
 - f. CP-1, Technical Workbook for ACI Certification of Concrete Field Testing Technician – Grade 1.
 2. ASTM International (ASTM):
 - a. C31/C31M, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - b. C33/C33M, Standard Specification for Concrete Aggregates.
 - c. C39/C39M, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - d. C94/C94M, Standard Specification for Ready-Mixed Concrete.
 - e. C109/C109M, Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).
 - f. C143/C143M, Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - g. C150/C150M, Standard Specification for Portland Cement.
 - h. C157/C157M, Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
 - i. C227, Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method).
 - j. C231/C231M, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - k. C260/C260M, Standard Specification for Air-Entraining Admixtures for Concrete.
 - l. C494/C494M, Standard Specification for Chemical Admixtures for Concrete.

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- m. C595/C595M, Standard Specification for Blended Hydraulic Cements.
 - n. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
 - o. C881/C881M, Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
 - p. C979/C979M, Standard Specification for Pigments for Integrally Colored Concrete.
 - q. C989, Standard Specification for Slag Cement for Use in Concrete and Mortars.
 - r. C1012/C1012M, Standard Test Method for Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution.
 - s. C1017/C1017M, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
 - t. C1074, Standard Practice for Estimating Concrete Strength by the Maturity Method.
 - u. C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
 - v. C1218/C1218M, Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
 - w. C1240, Standard Specification for Silica Fume Used in Cementitious Mixtures.
 - x. C1260, Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method).
 - y. C1293, Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction.
 - z. C1567, Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method).
 - aa. C1582/C1582M, Standard Specification for Admixtures to Inhibit Chloride-Induced Corrosion of Reinforcing Steel in Concrete.
 - bb. C1602/C1602M, Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
 - cc. D4580, Standard Practice for Measuring Delaminations in Concrete Bridge Decks by Sounding.
 - dd. E329, Standard Specification for Agencies Engaged in Construction Inspection, Special Inspection, or Testing Materials Used in Construction.
 - ee. E1155, Standard Test Method for Determining F_F Floor Flatness and F_L Floor Levelness Numbers.
3. National Ready Mixed Concrete Association (NRMCA).

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1.02 DEFINITIONS

- A. Defective Area: Surface defects that include honeycomb, rock pockets, indentations, and surface voids greater than 3/16-inch deep, surface voids greater than 3/4 inch in diameter, cracks in liquid containment structures and below grade habitable spaces that are 0.005-inch wide and wider, and cracks in other structures that are 0.010-inch wide and wider, spalls, chips, embedded debris, sand streaks, mortar leakage from form joints, deviations in formed surface that exceed specified tolerances and include but are not limited to fins, form pop-outs, and other projections. At exposed concrete, defective areas also include texture irregularities, stains, and other color variations that cannot be removed by cleaning.
- B. Exposed Concrete: Concrete surface that can be seen inside or outside of structure regardless of whether concrete is above water, dry at all times, or can be seen when structure is drained.
- C. New Concrete: Less than 60 days old.

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings:
 - a. Product Data: Admixtures, binding agent, bond breaker, and patching materials.
 - b. Design Data: Concrete mix designs signed by qualified mix designer.
 - c. Placement Drawings:
 - 1) Concrete, identifying location of each type of construction joint.
 - 2) Tremie concrete.
 - d. Graduation for coarse and fine aggregate and combined together. List gradings, percent passing through each sieve size.
 - e. Detailed plan for hot weather placements including curing and protection for concrete placed in ambient temperatures over 80 degrees F.
 - f. Concrete repair methods and materials.
- B. Informational Submittals:
 - 1. Preinstallation Conference minutes.
 - 2. Manufacturer's application instructions for bonding agent and bond breaker.

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3. Manufacturer's Certificate of Compliance to specified standards:
 - a. Portland cement.
 - b. Admixtures.
 - c. Fly ash.
 - d. Aggregates.
 - e. Bonding agent.
 - f. Bond breaker.
 - g. Patching materials.
 - h. Admixtures: Manufacturer's Certificate of Proper Installation.
4. Statement of Qualification:
 - a. Contractor's resident superintendent for concrete installation.
 - b. Batch Plant.
 - c. Mix designer.
5. Test reports:
 - a. Admixtures, test reports, showing chemical ingredients and percentage of chloride in each admixture and fly ash.
 - b. Source test analysis report for fly ash, including percentage of chloride content.
 - c. Statement identifying aggregates reactivity. Determine water soluble chloride in each component of aggregates in accordance with ASTM C1218/C1218M
 - d. For each trial concrete mix design and signed by a qualified mix designer.
 - e. Cylinder compressive test results for laboratory concrete mixes.
6. Concrete Delivery Tickets:
 - a. For each batch of concrete before unloading at Site.
 - b. In accordance with ASTM C94/C94M, including requirements 14.2.1. through 14.2.10.

1.04 QUALITY ASSURANCE

A. Qualifications:

1. Mix Designer: Person responsible for developing concrete mixture proportions certified as NRMCA Concrete Technologist Level 2 or DOT certified mix designer in jurisdiction of the Work. Requirement may be waived if individual is Contractor's Licensed Design Engineer.
2. Batch Plant: Currently certified by the National Ready Mixed Concrete.

B. Preinstallation Conference:

1. Required Meeting Attendees:
 - a. Contractor, including pumping, placing and finishing, and curing subcontractors.
 - b. Ready-mix producer.

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- c. Admixture representative.
 - d. Testing and sampling personnel.
 - e. Engineer.
- 2. Schedule and conduct prior to incorporation of respective products into Project. Notify Engineer of location and time.
- 3. Agenda shall include:
 - a. Admixture types, dosage, performance, and redosing at Site.
 - b. Mix designs, test of mixes, and Submittals.
 - c. Placement methods, techniques, equipment, consolidation, and form pressures.
 - d. Slump and placement time to maintain slump.
 - e. Finish, curing, and water retention.
 - f. Protection procedures for weather conditions.
 - g. Other specified requirements requiring coordination.
- 4. Conference minutes as specified in Section 01 31 19, Project Meetings.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cementitious Materials:

- 1. Cement:
 - a. Portland Cement: Unless otherwise specified, conform to requirements of ASTM C150/C150M.
 - b. Furnish from one source.

B. Aggregates: Furnish from one source.

- 1. Nature Aggregates:
 - a. Free from deleterious coatings and substances in accordance with ASTM C33/C33M, except as modified herein.
 - b. Free of materials and aggregate types causing popouts, discoloration, staining, or other defects on surface of concrete.
- 2. Fine Aggregates:
 - a. Clean, sharp, natural sand.
 - b. ASTM C33/C33M.
 - c. Limit deleterious substances in accordance with ASTM C33/C33M, Table 2 with material finer than 200 sieve limited to 3 percent, coal and lignite limited to 0.5 percent.

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3. Coarse Aggregate:
 - a. Natural gravels, combination of gravels and crushed gravels, crushed stone, or combination of these materials containing no more than 15 percent flat or elongated particles (long dimension more than five times the short dimension).
 - b. Limit deleterious substances in accordance with ASTM C33/C33M, Table 4 for specified class designation.
- C. Admixtures: Furnish from one manufacturer.
 1. Characteristics:
 - a. Compatible with other constituents in mix.
 - b. Contain at most, only trace amount chlorides in solution.
 - c. Furnish type of admixture as recommended by manufacturer for anticipated temperature ranges.
 2. Air-Entraining Admixture: ASTM C260/C260M.
 3. Water-Reducing Admixture: ASTM C494/C494M, Type A or Type D.
 4. Retarding Admixture: ASTM C 494/C 494M, Type B.
 5. Accelerating Admixture: ASTM C 494/C 494M, Type C.
 6. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F or Type G.
- D. Water : Clean and potable containing less than 500 ppm of chloride.

2.02 ANCILLARY MATERIALS

- A. Bonding Agent: Unless otherwise specified, in accordance with the following:
 1. ASTM C881/C881M, Type V.
 2. Two-component, moisture insensitive, 100 percent solids epoxy.
 3. Consult manufacturer for surface finish, pot life, set time, vertical or horizontal application, and forming restrictions.
- B. Bond Breaker: Nonstaining type, providing positive bond prevention.
- C. Repair Material:
 1. Contain only trace amounts of chlorides and other chemicals that can potentially cause steel to oxidize.
 2. Where repairs of exposed concrete are required, prepare mockup using proposed repair materials and methods, for confirmation of appearance compatibility prior to use.
 3. Obtain Manufacturer's Certificate of Compliance that products selected are appropriate for specific applications.
 4. Repair mortar shall be site mixed.

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5. Prepare concrete substrate and mix, place, and cure repair material in accordance with manufacturer's written recommendations.

2.03 CONCRETE MIX DESIGN

A. General:

1. Prepare design mixtures for each type and strength of concrete, selecting and proportioning ingredients in accordance with requirements of ACI 301, unless otherwise specified.
2. Selection of constituent materials and products in mix design are optional, unless specified otherwise.
3. Unless otherwise permitted, use water-reducing admixture or water-reducing admixture and high-range, water-reducing admixture in pumped concrete, in concrete with a water-cementitious materials ratio below 0.50, and in concrete that is part of a liquid-containment structure.
4. Unless otherwise permitted, use water-reducing admixture and high-range, water-reducing admixture in columns, piers, pilasters, and walls.
5. Use water-reducing admixture or high-range, water-reducing admixture to achieve fresh properties that facilitate handling, placing, and consolidating of concrete, and specified hardened properties.
6. Use water-reducing and retarding admixture when anticipated high temperatures, low humidity, or other adverse placement conditions can adversely affect fresh properties of concrete.
7. Unless otherwise specified, desired fresh properties of concrete shall be determined by Contractor, and coordinated with concrete producer. Fresh properties of concrete shall remain stable to satisfaction of Contractor, for duration of placement and consolidation, and shall remain in conformance with requirements of Contract Documents.
8. Contractor is encouraged to consider using environmentally sustainable concrete mix design technologies such as use of supplementary cementitious materials and aggregate packing.

B. Potential alkali-aggregate reactivity of concrete:

1. Do not use aggregates known to be susceptible to alkali-carbonate reaction (ACR).
2. Aggregates shall have been tested to determine potential alkali-aggregate reactivity in concrete in accordance with ASTM C1260 or ASTM C1567.
 - a. Aggregates that indicate expansion greater than 0.10 percent at 16 days after casting shall not be used unless they have been shown to be nondeleteriously reactive in accordance with

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ASTM C227 or ASTM C1293, with less than 0.04 percent expansion at 1 year for cement-aggregate combinations or less than 0.04 percent expansion at 2 years for combinations with pozzolan or slag.

- b. Alkali content of cement used in proposed concrete mixture shall not be greater than alkali content of cement used in test for potential alkali-aggregate reactivity.
- c. Use low-alkali cement or incorporate pozzolans into concrete mixture as necessary to satisfy testing for potential alkali reactivity.

C. Proportions:

1. Design mix to meet aesthetic, durability, and strength requirements.
2. Where fly ash is included in mix, minimum fly ash content shall be a minimum of 15 percent of weight of total cementitious materials.

D. Slump Range at Site:

1. Unless otherwise permitted, target slump value is 4 inches at point of delivery, for concrete without high-range, water reducing admixture.
2. Slump tolerance shall meet requirements of ACI 117.

E. Combined Aggregate Gradation:

1. Combined Gradation Limits: Limits shown are for coarse aggregates and fine aggregates mixed together (combined).

Sieve Sizes	Combined Gradation Percentage Passing		
	1-1/2" Max.	1" Max.	3/4" Max.
2"	100	-	-
1-1/2"	95 - 100	100	-
1"	65 - 85	90 - 100	100
3/4"	55 - 75	70 - 90	92 - 100
1/2"	-	-	68 - 86
3/8"	40 - 55	45 - 65	57 - 74
No. 4	30 - 45	31 - 47	38 - 57
No. 8	23 - 38	23 - 40	28 - 46
No. 16	16 - 30	17 - 35	20 - 36

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Sieve Sizes	Combined Gradation Percentage Passing		
	1-1/2" Max.	1" Max.	3/4" Max.
No. 30	10 - 20	10 - 23	14 - 25
No. 50	4 - 10	2 - 10	5 - 14
No. 100	0 - 3	0 - 3	0 - 5
No. 200	0 - 2	0 - 2	0 - 2

2.04 CONCRETE MIXING

- A. General: In accordance with ACI 301, except as modified herein.
- B. Truck Mixers:
 - 1. For every truck, test slump of samples taken per ASTM C94/C94M, paragraph 12.5.1.
 - 2. Where specified slump is more than 4 inches, and if slump tests differ by more than 2 inches, discontinue use of truck mixer, unless causing condition is corrected and satisfactory performance is verified by additional slump tests.

2.05 SOURCE QUALITY CONTROL

- A. Source Quality Control Inspection: Engineer shall have access to and have right to inspect batch plants, cement mills, and supply facilities of suppliers, manufacturers, and Subcontractors, providing products included in this section.

PART 3 EXECUTION

3.01 PLACING CONCRETE

- A. Preparation: Meet requirements ACI 301, except as modified herein.
- B. Inspection: Notify Engineer and Special Inspector at least 1 full working day in advance before starting to place concrete.
- C. Placement into Formwork:
 - 1. Reinforcement: Secure in position before placing concrete.

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2. Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 1.5 feet deep, except for slabs which shall be placed full depth. Place and consolidate successive layers prior to initial set of first layer to prevent cold joints.
3. Placement frequency shall be such that lift lines will not be visible in exposed concrete finishes.
4. Use placement devices, for example chutes, pouring spouts, and pumps as required to prevent segregation.
5. Vertical Free Fall Drop to Final Placement:
 - a. Forms 8 Inches or Less Wide: 5 feet.
 - b. Forms Wider than 8 Inches: 8 feet, except as specified.
6. For placements where drops are greater than specified, use placement device such that free fall below placement device conforms to required value.
 - a. Limit free fall to prevent segregation caused by aggregates hitting steel reinforcement.
7. Do not use aluminum conveying devices.
8. Provide sufficient illumination in the interior of forms so concrete deposition is visible, permitting confirmation of consolidation quality.
9. Joints in Footings and Slabs:
 - a. Ensure space beneath plastic waterstop completely fills with concrete.
 - b. During concrete placement, make visual inspection of entire waterstop area.
 - c. Limit concrete placement to elevation of waterstop in first pass, vibrate concrete under waterstop, lift waterstop to confirm full consolidation without voids, and place remaining concrete to full height of slab.
 - d. Apply procedure to full length of waterstop.
10. Trowel and round off top exposed edges of walls with 1/4-inch radius steel edging tool.
11. Cure concrete as specified in Section 03 39 00, Concrete Curing.

D. Conveyor Belts and Chutes:

1. Design and arrange ends of chutes, hopper gates, and other points of concrete discharge throughout conveying, hoisting, and placing system for concrete to pass without becoming segregated.
2. Do not use chutes longer than 50 feet.
3. Minimum Slopes of Chutes: Angled to allow concrete to readily flow without segregation.
4. Conveyor Belts:
 - a. Approved by Engineer.

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- b. Wipe clean with device that does not allow mortar to adhere to belt.
 - c. Cover conveyor belts and chutes.
- E. Retempering: Not permitted for concrete where cement has partially hydrated.
- F. Pumping of Concrete:
 - 1. Provide standby pump, conveyor system, crane and concrete bucket, or other system onsite during pumping, for adequate redundancy to ensure completion of concrete placement without cold joints in case of primary placing equipment breakdown.
 - 2. Minimum Pump Hose (Conduit) Diameter: 4 inches.
 - 3. Replace pumping equipment and hoses (conduits) that are not functioning properly.
- G. Maximum Size of Concrete Placements:
 - 1. Limit size of each placement to allow for strength gain and volume change as a result of shrinkage.
 - 2. Locate expansion, control, and contraction joints where shown on Drawings.
 - 3. Construction Joints: Unless otherwise shown or permitted, locate construction joints as follows:
 - a. Locate construction joints as shown on Drawings or where approved in joint location submittal required in Section 03 15 00, Concrete Joints and Accessories.
 - b. Provide vertical construction joints in walls and slabs at maximum spacing of 40 feet, unless shown or approved otherwise.
 - c. When vertical expansion, contraction, or control joint spacing does not exceed 60 feet, intermediate construction joints are not required.
 - d. Uniformly space vertical construction joints within straight sections of walls and slabs, avoiding penetrations.
 - 4. Consider beams, girders, brackets, column capitals, and haunches as part of floor or roof system and place monolithically with floor or roof system.
 - 5. Should placement sequence result in cold joint located below finished water surface, install waterstop in joint.
- H. Minimum Time between Adjacent Placements:
 - 1. Construction or Control Joints: 14 days (7 days wet cure and 7 days dry cure) unless otherwise specified.

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2. Construction joint between top of footing or slab, and column or wall:
As soon as can safely be done without damaging previously cast concrete or interrupting curing thereof, but not less than 24 hours.
3. Expansion or Contraction Joints: 1 day.
4. For columns and walls with a height in excess of 10 feet, wait at least 2 hours before depositing concrete in beams, girders, or slabs supported thereon.
5. For columns and walls 10 feet in height or less, wait at least 1 hour prior to depositing concrete in beams, girders, brackets, column capitals, or slabs supported thereon.

I. Consolidation and Visual Observation:

1. Consolidation Equipment and Methods: ACI 301.
2. Provide at least one standby vibrator in operable condition at Site prior to placing concrete.
3. Provide sufficient windows in forms or limit form height to allow for concrete placement through windows and for visual observation of concrete.
4. Vibrate concrete in vicinity of joints to obtain impervious concrete.

J. Hot Weather:

1. Prepare ingredients, mix, place, cure, and protect in accordance with ACI 301, ACI 305.1, and as follows:
 - a. Maintain concrete temperature below 90 degrees F at time of placement, or furnish test data or other proof that admixtures and mix ingredients do not produce flash set plastic shrinkage, or cracking as a result of heat of hydration. Cool ingredients before mixing to maintain fresh concrete temperatures as specified or less.
 - b. Provide for windbreaks, shading, fog spraying, sprinkling, ice, wet cover, or other means as necessary to maintain concrete at or below specified temperature.
2. Concrete Curing: As specified in Section 03 39 00, Concrete Curing.

3.02 CONCRETE BONDING

A. Construction Joints in New Concrete Members:

1. Prepare surface of construction joint as specified in Section 03 15 00, Concrete Joints and Accessories.
2. Horizontal Construction Joints Containing Waterstop in New Concrete Walls:
 - a. Use positive measuring device such as bucket or other device that will contain only enough slurry mixture for depositing in visually

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measurable area of wall to ensure that portion of form receives appropriate amount of slurry mixture to satisfy placement thickness requirements.

- b. Do not deposit slurry mixture from pump hoses or large concrete buckets, unless specified placement thickness can be maintained and verified through inspection windows close to joint, or by other means.
- c. Limit concrete placed immediately on top of slurry mixture to 12 inches thick. Thoroughly vibrate to mix concrete and slurry mixture together.

B. Construction Joints at Existing Concrete:

- 1. Thoroughly clean and mechanically roughen existing concrete surfaces to roughness profile of 1/4 inch.
- 2. Saturate surface with water for 24 hours prior to placing new concrete.

3.03 CONCRETE SLAB FINISHES

A. General:

- 1. Use manual screeds, vibrating screeds, or roller compacting screeds to place concrete level and smooth.
- 2. Do not use "jitterbugs" or other special tools designed for purpose of forcing coarse aggregate away from surface and allowing layer of mortar, which will be weak and cause surface cracks or delamination, to accumulate.
- 3. Finish slab in accordance with specified slab finish.
- 4. Do not dust surfaces with dry materials nor add water to surfaces.
- 5. Cure concrete as specified in Section 03 39 00, Concrete Curing.

B. Type S-5 (Broomed Finish):

- 1. Finish as specified for Type S-1 floor finish, except use only a light-steel troweled finish, and then finish surface by drawing fine-hair broom lightly across surface.
- 2. Broom in same direction and parallel to expansion joints, or, in case of inclined slabs, perpendicular to slope, except for round roof slab, broom surface in radial direction.

C. Type S-6 (Sidewalk Finish):

- 1. Slope walks down 1/4 inch per foot away from structures, unless otherwise shown.

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2. Strike off surface by means of strike board and float with wood or cork float to true plane, then flat steel trowel before brooming.
3. Broom surface at right angles to direction of traffic or as shown.
4. Lay out sidewalk surfaces in blocks, as shown or as directed by Engineer, with grooving tool.

D. Concrete Curbs:

1. Float top surface of curb smooth, and finish all discontinuous edges with steel edger.
2. After concrete has taken its initial set, remove front form and give exposed vertical surface an ordinary wall finish, Type W-1.

3.04 FIELD QUALITY CONTROL

A. General:

1. Provide adequate facilities for safe storage and proper curing of concrete test specimens onsite for first 24 hours, and for additional time as may be required before transporting to test lab.
2. Evaluation will be in accordance with ACI 301 and Specifications.
3. Test specimens shall be made, cured, and tested in accordance with ASTM C31/C31M and ASTM C39/C39M.
4. Frequency of testing may be changed at discretion of Engineer.
5. Pumped Concrete: Take concrete samples for slump, ASTM C143/C143M, and test specimens, ASTM C31/C31M and ASTM C39/C39M.
6. If measured air content at delivery is greater than specified limit, check test of air content will be performed immediately on a new sample from delivery unit. If check test fails, concrete has failed to meet requirements of Contract Documents. If measured air content is less than lower specified limit, adjustments will be permitted in accordance with ASTM C94/C94M, unless otherwise specified. If check test of adjusted mixture fails, concrete has failed to meet requirements of Contract Documents. Concrete that has failed to meet requirements of Contract Documents shall be rejected.

B. Shrinkage Tests:

1. When required to conform to shrinkage limits, collect actual concrete materials being batched and before liquids have been added to mix.
2. Mix sampled material in a laboratory at proportions matching batched concrete.

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3. Test shrinkage characteristics every 5,000 cubic yards of concrete used on job and every 3 months during construction when compression test cylinders are made.
 4. Concrete Shrinkage Limits: Test in accordance with ASTM C157/C157M, with the following modifications:
 - a. Prisms shall be moist cured for 7 days prior to 28-day drying period.
 - b. Comparator reading at end of 7-day moist cure shall be used as initial length in length change calculation.
 - c. Reported results shall be average of three prisms.
 - d. If drying shrinkage of a specimen departs from average of that test age by more than 0.004 percent, disregard results obtained from that specimen.
 - e. Results at end of 28-day drying period shall not exceed 0.040 percent if 3-inch prisms are used, or exceed 0.038 percent if 4-inch prisms are used.
 - f. If 7-day or 14-day shrinkage tests results exceed shrinkage limits established by design mix testing, furnish additional 14 days of water curing beyond original curing period, for concrete surfaces of hydraulic structures represented by prisms. Modify concrete mix design to reduce shrinkage prior to casting additional concrete on Project.
- C. High-Range, Water-Reducer (Superplasticizer) Admixture Segregation Test: Test each truck prior to use on Project.
1. Segregation Test Objective: Concrete with 4-inch to 8-inch slump shall stay together when slumped. Segregation is assumed to cause mortar to flow out of mix even though aggregate may stay piled enough to meet slump test.
 2. Test Procedure: Make slump test and check for excessive slump and observe to see if mortar or moisture flows from slumped concrete.
 3. Reject concrete if mortar or moisture separates and flows out of mix.
- D. Tolerances:
1. Slab Finish Tolerances and Slope Tolerances:
 - a. Make floor flatness measurements day after floor is finished and before shoring is removed to eliminate effects of shrinkage, curing, and deflection.
 - b. Support 10-foot long straightedge at each end with steel gauge blocks of thicknesses equal to specified tolerance.

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- c. Compliance with designated limits in four of five consecutive measurements is satisfactory, unless defective conditions are observed.

3.05 MANUFACTURER'S SERVICES

- A. Provide the following representative at Site for installation assistance, inspection, and certification of proper installation for concrete ingredients, mix design, mixing, and placement.
 - 1. Concrete Producer Representative:
 - a. Assist with concrete mix design, performance, placement, weather problems, and problems as may occur with concrete mix throughout Project, including instructions for redosing.
 - b. Establish control limits on concrete mix designs.
 - c. Provide equipment for control of concrete redosing for air entrainment or high-range, water-reducing admixture, superplasticizers, at Site to maintain proper slump and air content if needed.
 - 2. Admixture Manufacturer's Representative: Available for consultations as required to ensure proper installation and performance of specified products.
 - 3. Bonding Agent Manufacturer's Representative: Available for consultations as required to ensure proper installation and performance of specified products.

3.06 PROTECTION OF INSTALLED WORK

- A. After curing as specified in Section 03 39 00, Concrete Curing, and after applying final floor finish, cover slabs with plywood or particle board or plastic sheeting or other material to keep floor clean and protect it from material and damage as a result of other construction work.
- B. Repair areas damaged by construction, using specified repair materials and approved repair methods.

END OF SECTION

**SECTION 03 39 00
CONCRETE CURING**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Concrete Institute (ACI): 308.1, Specification for Curing Concrete.
 2. ASTM International (ASTM):
 - a. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - b. C1315, Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
 3. NSF International: 61, Drinking Water System Components – Health Effects.

1.02 SUBMITTALS

- A. Action Submittals:
1. Manufacturers' data indicating compliance with the requirements specified herein for the following products:
 - a. Exposed aggregate finish retardant on formed surface.
 - b. Evaporation retardant.
 - c. Curing compound.
 - d. Penetrating water repellent sealer.
 - e. Clear liquid densifier.
 2. Curing methods proposed for each type of element such as slab, walls, beams, and columns in each facility.
- B. Informational Submittals:
1. Manufacturer's Certificate of Compliance, for the following:
 - a. Curing compound showing moisture retention requirements.
 - b. Retardants for exposed aggregate finish.

PART 2 PRODUCTS

2.01 MATERIALS

A. Curing Compound:

1. Water-based, high-solids content, nonyellowing, curing compound meeting requirements of ASTM C1315, Class A.
2. Manufacturers and Products:
 - a. Euclid Chemical Co., Cleveland, OH; Super Diamond Clear VOX.
 - b. WR Meadows, Inc., Hampshire, IL; VOCOMP-30.
 - c. Vexcon Chemical, Inc.; Philadelphia, PA; Starseal 1315.
 - d. Dayton Superior; Safe Cure and Seal 1315 EF.
 - e. BASF Construction Chemicals., Shakopee, MN; MasterKure CC 200WB.
 - f. Euclid Chemical Co., Cleveland, OH; EucoCure VOX.
 - g. Euclid Chemical Co., Cleveland, OH; Kurez VOX White Pigmented.

B. Evaporation Retardant:

1. Optional: Fluorescent fugitive dye color tint that disappears completely upon drying.
2. Manufacturers and Products:
 - a. BASF Construction Chemicals, Shakopee, MN; MasterKure ER 50.
 - b. Euclid Chemical Co., Cleveland, OH; Eucobar.

C. Penetrating Water Repellent Sealer: Water based, ready to use, single component, silane/siloxane, penetrating, clear water repellent sealer.

1. Viscosity: 50 cps.
2. Flash Point: 200 degrees F.
3. NCHRP No. 244 Reduction in Chloride Content:
 - a. Average: 82 percent.
 - b. Minimum Required: 75 percent.
4. NCHRP No. 244 Reduction in Weight Gain:
 - a. 21 Days: 85 percent.
 - b. VOCs: 50 g/l.
 - c. Depth of Penetration: 1/4 inch.
5. Manufacturers and Products:
 - a. BASF Construction Chemicals, Shakopee MN; MasterProtect H 400.
 - b. Euclid Chemical Co.; Baracade WB 244.

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D. Clear Liquid Densifier:

1. Colorless, aqueous solution of magnesium fluorosilicate.
2. Each gallon of solution shall contain a minimum of 2 pounds of fluorosilicate compound.
3. Manufacturers and Products:
 - a. BASF Construction Chemicals, Shakopee, MN; MasterKure HD 300WB.
 - b. Euclid Chemical Co., Cleveland, OH; Surfhard.

E. Retardant for Exposed Aggregate Finish on Slabs:

1. Manufacturers and Products:
 - a. Sika Chemical Corp., Lyndhurst, NJ; Rugasol.
 - b. Conrad Sovig Co., San Francisco, CA; Conreveal Top Surface.
 - c. Burke Co., San Mateo, CA; Burke True Etch Surface Retarder.
 - d. Euclid Chemical Co., Cleveland, OH; Surface Retarder S.

F. Retardant for Exposed Aggregate Finish on Formed Surface:

1. Manufacturers and Products:
 - a. L. M. Scofield Co., Los Angeles, CA; Lithotex Top Surface Retarder.
 - b. Conrad Sovig Co., San Francisco, CA; Control Set.
 - c. Burke Co., San Mateo, CA; Burke True Etch Surface Retarder.
 - d. Euclid Chemical Co., Cleveland, OH; Surface Retarder F.

G. Water: Clean and potable, containing less than 500 ppm of chlorides.

PART 3 EXECUTION

3.01 CONCRETE CURING

A. General:

1. Cure all concrete in accordance with project specifications and ACI308.1.
2. Where surfaces are to receive coatings, painting, cementitious material, or other similar finishes, use only water curing procedures. Refer to Interior Finish Schedule for surfaces to receive coatings.
3. Use only water curing on potable water structures.
4. Where curing compound cannot be used, water curing as described below or special methods using moisture shall be agreed upon by Engineer prior to placing concrete.

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5. As required in Section 03 30 00, Cast-in-Place Concrete, if result of 7-day concrete strength test is less than 50 percent of specified 28-day strength, extend period of moist curing specified below, by 7 additional days.

B. Use one of the following methods as approved by Engineer:

1. Horizontal Surfaces:
 - a. Method 1: Protect surface by water ponding for 7 days.
 - b. Method 2: Cover with burlap or cotton mats and keep continuously wet for 7 days.
 - c. Method 3: Cover with 1-inch layer of wet sand, earth, or sawdust, and keep continuously wet for 7 days.
 - d. Method 4: Continuously sprinkle exposed surface for 7 days.
 - e. Method 5: Apply curing compound, where allowed, immediately after final finishing when surface will no longer be damaged by traffic.

3.02 EVAPORATION RETARDANT APPLICATION

- A. Use on flatwork when environmental conditions are anticipated to cause rapid drying of the concrete surface. Do not use evaporation retardant on potable water structures, unless product is NSF 61 approved.
- B. Spray onto surface of fresh flatwork concrete immediately after screeding to react with surface moisture.
- C. Reapply as needed to ensure a continuous moist surface until final finishing is completed.

3.03 PENETRATING WATER REPELLENT SEALER APPLICATION

- A. Before application and with Work above completed, water cure concrete walls and floors for a minimum of 28 days to receive sealer, keep clean, unpainted, and free from membrane curing compounds.
- B. Concrete to receive penetrating sealer shall be dry for a minimum 24 hours immediately prior to application.
- C. Apply per manufacturer's recommendations utilizing low pressure airless spray equipment.
 1. Actual coverage and number of coats to be determined by field test sample application and water absorption testing. Final approval by Owner is required.

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- D. Apply at a coverage rate of 125 square feet per gallon to 200 square feet per gallon. Cure penetrating sealer on slabs for the minimum time recommended by manufacturer prior to allowing foot or vehicular traffic.

3.04 CLEAR LIQUID DENSIFIER APPLICATION

- A. Before application and with Work above completed, water cure concrete walls and floors for a minimum of 28 days to receive sealer, keep clean, unpainted, and free from membrane curing compounds.
- B. Apply liquid densifier evenly, using three coats, allowing 24 hours between coats.
 - 1. First coat 1/3 strength, second coat 1/2 strength, and third coat 2/3 strength, mix with water.
 - 2. Apply each coat so as to remain wet on surface for 15 minutes.
 - 3. Apply approved liquid densifier in accordance with manufacturer's instructions.
 - 4. After final coat is completed and dry, remove surplus liquid densifier from surface by scrubbing and mopping with water.

3.05 RETARDANT FOR EXPOSED AGGREGATE SURFACES

- A. Apply in accordance with manufacturer's product instructions.

3.06 MANUFACTURER'S SERVICES

- A. Provide manufacturer's representative at Site for installation assistance, inspection, and certification of proper installation for products specified.
- B. Provide penetrating water repellent sealer manufacturer's representative to demonstrate proper application of product.
- C. Provide clear liquid densifier manufacturer's representative to demonstrate proper mixing and application of product.
- D. Provide curing compound manufacturer's representative to demonstrate proper application of curing compound to show coverage in one coat.
- E. Provide retardant for exposed aggregate surfaces manufacturer's representative to demonstrate proper application and surface mortar removal procedures.

END OF SECTION

SECTION 03 62 00
GROUTING

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
 - a. C230, Standard Specification for Flow Table for Use in Tests of Hydraulic Cement.
 - b. C307, Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing.
 - c. C531, Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
 - d. C579, Standard Test Methods for Compressive Grout Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
 - e. C882, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear.
 - f. C939, Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method).
 - g. C940, Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory.
 - h. C1107/C1107M, Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
 - i. C1181, Standard Test Methods for Compressive Creep of Chemical-Resistant Polymer Machinery Grouts.
 - j. D4263, Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.

1.02 SUBMITTALS

A. Action Submittals:

1. Product data of grouts.
2. Proposed method for keeping existing concrete surfaces wet prior to placing nonshrink grout.
3. Forming method for fluid grout placements.
4. Curing method for grout.

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B. Informational Submittals:

1. Manufacturer's Written Instructions:
 - a. Adding fiber reinforcing to batching.
 - b. Mixing of grout.
2. Manufacturer's proposed training schedule for grout work.
3. Manufacturer's Certificate of Compliance in accordance with Section 01 61 00, Common Product Requirements.
 - a. Grout free from chlorides and other corrosion-causing chemicals.
 - b. Nonshrink grout properties of Category II and Category III, verifying expansion at 3 days or 14 days will not exceed the 28-day expansion and nonshrink properties are not based on gas or gypsum expansion.
4. Manufacturer's Certificate of Proper Installation.
5. Statements of Qualification: Grout manufacturer's representative.
6. Test Reports:
 - a. Test report for 24-hour evaluation of nonshrink grout.
 - b. Test results and service report from demonstration and training session.
 - c. Field test reports and laboratory test results for field-drawn Samples.
7. List of Contractor's equipment installation staff trained by grout manufacturer's representative in:
 - a. Nonshrink grout installation and curing.
 - b. Epoxy grout installation and curing.

1.03 QUALIFICATIONS

- A. Grout Manufacturer's Representative: Authorized and trained representative of grout manufacturer. Minimum of 1-year experience that has resulted in successful installation of grouts similar to those for this Project.
- B. For grout suppliers not listed herein, provide completed 24-hour Evaluation of Nonshrink Grout Test Form, attached at the end of this section. Provide independent testing laboratory test results for testing conducted within last 18 months.

PART 2 PRODUCTS

2.01 NONSHRINK GROUT AND EPOXY GROUT SCHEDULE

- A. Furnish nonshrink grout (Category I, II, and III) and epoxy grout for applications as indicated in the following schedule:

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Application	Temperature Range	Max. Placing Time	
	40 deg F to 100 deg F	20 Min.	Greater Than 20 Min.
Blockouts for gate guides	I or II		II
Precast joints	I or II		II
Column baseplates single-story	I or II		II
Machine bases 25 hp or less	II	II	II
Bases for precast wall sections	II	II	II
Baseplates for columns over one story	II	II	II
Precast base joints higher than one story	II	II	II
Form Tie-Through bolt openings	II	II	II
Machine bases 26 hp and up	III or Epoxy Grout	III or Epoxy Grout	III or Epoxy Grout
Baseplates and/or soleplates with vibration, thermal movement, etc.	III or Epoxy Grout	III or Epoxy Grout	III or Epoxy Grout

2.02 NONSHRINK GROUT

A. Category I:

1. Nonmetallic and nongas-liberating.
2. Prepackaged natural aggregate grout requiring only the addition of water.
3. Test in accordance with ASTM C1107/C1107M:
 - a. Grout shall have flowable consistency.
 - b. Flowable for 15 minutes.
4. Grout shall not bleed at maximum allowed water.
5. Minimum strength of flowable grout, 3,000 psi at 3 days, 5,000 psi at 7 days, and 7,000 psi at 28 days.

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6. Manufacturers and Products:
 - a. BASF Building System, Inc., Shakopee, MN; MasterFlow 100.
 - b. Euclid Chemical Co., Cleveland, OH; NS Grout.
 - c. Dayton Superior Corp., Miamisburg, OH; 1107 Advantage Grout.
 - d. US MIX Co., Denver, CO; US SPEC GP Grout.
 - e. Five Star Products Inc., Fairfield, CT; Five Star Grout.

B. Category II:

1. Nonmetallic, nongas-liberating.
2. Prepackaged natural aggregate grout requiring only the addition of water.
3. Aggregate shall show no segregation or settlement at fluid consistency at specified times or temperatures.
4. Test in accordance with ASTM C1107/C1107M:
 - a. Fluid consistency 20 seconds to 30 seconds in accordance with ASTM C939.
 - b. Temperatures of 40 degrees F, 80 degrees F, and 90 degrees F.
5. 1 hour after mixing, pass fluid grout through flow cone with continuous flow.
6. Minimum strength of fluid grout, 3,500 psi at 1 day, 4,500 psi at 3 days, and 7,500 psi at 28 days.
7. Maintain fluid consistency when mixed in 1-yard to 9-yard loads in ready-mix truck.
8. Manufacturers and Products:
 - a. BASF Building Systems, Inc., Shakopee, MN; MasterFlow 928.
 - b. Five Star Products Inc., Fairfield, CT; Five Star Fluid Grout 100.
 - c. Euclid Chemical Co., Cleveland, OH; Hi Flow Grout.
 - d. Dayton Superior Corp., Miamisburg, OH; Sure Grip High Performance Grout.
 - e. US MIX Co., Denver, CO; US SPEC MP Grout.

C. Category III:

1. Metallic and nongas-liberating.
2. Prepackaged aggregate grout requiring only the addition of water.
3. Aggregate shall show no segregation or settlement at fluid consistency at specified times or temperatures.
4. Test in accordance with ASTM C1107/C1107M:
 - a. Fluid consistency 20 seconds to 30 seconds in accordance with ASTM C939.
 - b. Temperatures of 40 degrees F and 100 degrees F.
5. 1 hour after mixing, pass fluid grout through flow cone with continuous flow.

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6. Minimum strength of fluid grout, 4,000 psi at 1 day, 5,000 psi at 3 days, and 9,000 psi at 28 days.
7. Maintain fluid consistency when mixed in 1-yard to 9-yard loads in ready-mix truck.
8. Manufacturer and Product:
 - a. BASF Building Systems, Inc., Shakopee, MN; MasterFlow 885.
 - b. Euclid Chemical Co, Cleveland, OH; Hi-Flow Metallic Grout.

2.03 EPOXY GROUT

- A. High-strength, nonshrink, high-temperature epoxy grouting material developed for the support of heavy equipment with vibratory loads.
- B. Three-component mixture of a two-component epoxy resin system (100 percent solids) with a graded, precision aggregate blend.
- C. Premeasured, prepackaged system.
- D. Flowable.
- E. Minimum compressive strength in accordance with ASTM C579 Method B, 9,500 psi at 75 degrees F at 7 days, 11,000 psi at post cure.
- F. Maximum creep resistance in accordance with ASTM C1181 at 600 psi, 140 degrees F; $6.0 \text{ by } 10^{-3} \text{ in/in}$.
- G. Minimum bond strength in accordance with ASTM C882, 2,000 psi.
- H. Minimum tensile strength in accordance with ASTM C307, 2,000 psi.
- I. Maximum coefficient of thermal expansion in accordance with ASTM C531 at 73 degrees F to 210 degrees F, $23.0 \text{ by } 10^{-6} \text{ in/in/degrees F}$.
- J. Working Time: Minimum 2 hours at 50 degrees F; 1.5 hours at 70 degrees F; 50 minutes at 90 degrees F.
- K. Good chemical resistance.
- L. Good effective bearing area.
- M. Noncorrosive.
- N. Moisture insensitive.
- O. Modify resin and aggregate content where recommended by epoxy grout manufacturer to provide desired epoxy grout flow properties.

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P. Manufacturer and Product:

1. BASF Building System, Inc., Shakopee MN; MasterFlow 648.
2. Euclid Chemical Co., Cleveland, OH; E³-G.
3. Dayton Superior Corp., Miamisburg, OH; Pro-Poxy 2000 Normal Set.
4. Five Star Products Inc., Fairfield, CT; DP Epoxy Grout.

PART 3 EXECUTION

3.01 GROUT

- A. General: Mix, place, and cure grout in accordance with grout manufacturer's representative's training instructions.
- B. Epoxy Grout: Concrete slab shall be fully cured for 28 days to ensure excess water has evaporated. Test concrete surface for moisture in accordance with ASTM D4263 before epoxy grout is placed.
- C. Form Tie-Through Bolt Holes: Provide nonshrink grout, Category II, fill space with dry pack dense grout hammered in with steel tool and hammer. Through-bolt holes; coordinate dry pack dense grout application with vinyl plug and bonding agent in Section 03 30 00, Cast-in-Place Concrete.
- D. Form Snap-Tie Hole: Fill tie hole in accordance with requirements of Section 03 30 00, Cast-in-Place Concrete.

3.02 FIELD QUALITY CONTROL

- A. General:
 1. Performed by Project representative's inspection staff.
 2. Perform the following quality control inspections. The grout manufacturer's representative shall accompany the Project representative's inspection staff on the first installation of each size and type of equipment.
- B. Evaluation and Acceptance of Nonshrink Grout:
 1. Inspect the surface preparation of concrete substrates onto which nonshrink grout materials are to be applied, for conformance to the specified application criteria including, but not limited to, substrate profile, degree of cleanliness, and moisture.
 2. Inspect preparation and application of nonshrink grout form work for conformance to the manufacturer's recommendations.

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3. Conduct a final review of completed nonshrink grout installation for conformance to these Specifications.
4. Provide a flow cone and cube molds with restraining plates onsite. Continue tests during Project as demonstrated by grout manufacturer's representative.
5. Perform flow cone and bleed tests, and make three 2-inch by 2-inch cubes for each 25 cubic feet of each type of nonshrink grout used. Use restraining caps for cube molds in accordance with ASTM C1107/C1107M.
6. For large grout applications, make three additional cubes and one more flow cone test. Include bleed test for each additional 25 cubic feet of nonshrink grout placed.
7. Consistency: As specified in Article Nonshrink Grout. Flow cone test in accordance with ASTM C939. Grout with consistencies outside range requirements shall be rejected.
8. Segregation: As specified in Article Nonshrink Grout. Grout when aggregate separates shall be rejected.
9. Nonshrink grout cubes shall test equal to or greater than minimum strength specified.
10. Strength Test Failures: Nonshrink grout work failing strength tests shall be removed and replaced.
11. Perform bleeding test in accordance with ASTM C940 to demonstrate grout will not bleed.
12. Store cubes at 70 degrees F.
13. Independent testing laboratory shall prepare, store, cure, and test cubes in accordance with ASTM C1107/C1107M.
14. All grout, already placed, which fails to meet the requirements of these Specifications, is subject to removal and replacement at no additional cost to the Owner.

C. Evaluation and Acceptance of Epoxy Grout:

1. Inspect ambient conditions during various phases of epoxy grouting installation for conformance with the epoxy grout manufacturer's requirements.
2. Inspect the surface preparation of concrete substrates onto which epoxy grout materials are to be applied, for conformance to the specified application criteria including, but not limited to, substrate profile, degree of cleanliness, and moisture.
3. Inspect the surface preparation of the metallic substrates onto which the epoxy primer is to be applied.
4. Inspect the epoxy-primed metallic substrate for coverage and adhesion.
5. Inspect preparation and application of epoxy grout form work for conformance to the manufacturer's recommendation.

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6. Verify consistency obtained is sufficient for the proper field placement at the installed temperatures.
7. Inspect and record that the “pot life” of epoxy grout materials is not exceeded during the installation.
8. Inspect epoxy grout for cure.
9. Inspect and record that localized repairs made to grout voids are in conformance with the specification requirements.
10. Conduct a final review of completed epoxy grout installation for conformance to these Specifications.
11. Compression tests and fabrication of specimens for epoxy grout shall be made in accordance to ASTM C579, Method B, at intervals during construction as selected by the Project representative. A set of three specimens shall be made for testing at 7 days, and each earlier time period as appropriate.
12. Independent testing laboratory shall prepare, store, cure, and test cubes in accordance with ASTM C579.
13. All grout, already placed, which fails to meet the requirements of these Specifications, is subject to removal and replacement at no additional cost to the Owner.

3.03 MANUFACTURER’S SERVICES

A. General:

1. Coordinate demonstrations, training sessions, and applicable Site visits with grout manufacturer’s representative. Allow 2-week notice to grout manufacturer’s representative for scheduling purposes.
2. Provide and conduct onsite, demonstration and training sessions for bleed tests, mixing, flow cone measurement, cube testing, application, and curing for each category and type of grout.
3. Necessary equipment and materials shall be available for demonstration.
4. Conduct training prior to equipment mount installation work on equipment pads.
5. Training for each type of grout shall be not less than 4 hours’ duration.

3.04 SUPPLEMENTS

A. The supplements listed below, following “End of Section”, are part of this specification.

1. 24-Hour Evaluation of Nonshrink Grout Test Form and Grout Testing Procedures.

END OF SECTION

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SUPPLEMENT 1

(Test Lab Name)

(Address)

(Phone No.)

24-HOUR EVALUATION OF NONSHRINK GROUT TEST FORM

OBJECTIVE: Define standard set of test procedures for an independent testing laboratory to perform and complete within a 24-hour period.

SCOPE: Utilize test procedures providing 24-hour results to duplicate field grouting demands. Intent of evaluation is to establish grout manufacturer's qualifications.

PRIOR TO TEST: Obtain three bags of each type of grout.

1. From intended grout supplier for Project.
2. Three bags of grout shall be of same lot number.

ANSWER THE FOLLOWING QUESTIONS FOR GROUT BEING TESTED FROM LITERATURE, DATA, AND PRINTING ON BAG:

- A. Product data and warranty information contained in company literature and data? Yes_____ No_____
- B. Literature and bag information meet specified requirements? Yes_____ No_____
- C. Manufacturer guarantees grout as specified in Article Guarantee? Yes_____ No_____
- D. Guarantee extends beyond grout replacement value and allows participation with Contractor in replacing and repairing defective areas? Yes_____ No_____
- E. Water demands and limits printed on bag? Yes_____ No_____
- F. Mixing information printed on the bag? Yes_____ No_____
- G. Temperature restrictions printed on bag? Yes_____ No_____

*Rejection of a grout will occur if one or more answers are noted NO.

GROUT TESTING PROCEDURES

A. Bagged Material:

1. List lot numbers. _____
2. List expiration date. _____
3. Weigh bags and record weight. _____

Owner's Representative will disqualify grout if bag weights have misstated measure plus or minus 2 pounds by more than one out of three bags. (Accuracy of weights is required to regulate amount of water used in mixing since this will affect properties.)

B. Mixing and Consistency Determination:

1. Mix full bag of grout in 10-gallon pail.
2. Use electric drill with a paddle device to mix grout (jiffy or jiffler type paddle).
3. Use maximum water allowed per water requirements listed in bag instructions.
4. Mix grout to maximum time listed on bag instructions.
5. In accordance with ASTM C939 (flow cone) determine time of mixed grout through the flow cone. _____ seconds
6. Add water to attain 20- to 30-second flow in accordance with ASTM C939.
7. Record time of grout through cone at new water demand. _____ seconds
8. Record total water needed to attain 20- to 30-second flow. _____ pounds
9. Record percent of water. _____ percent

C. When fluid grout is specified and additional water is required beyond grout manufacturer's listed maximum water, ASTM C1107/C1107M will be run at new water per grout ratio to determine whether grout passes using actual water requirements to be fluid. Use new water per grout ratio on remaining tests.

D. Bleed Test:

1. Fill two gallon cans half full of freshly mixed grout at ambient temperatures for each category and at required consistency for each.
2. Place one can of grout in tub of ice water and leave one can at ambient temperature.
3. Cover top of both cans with glass or plastic plate preventing evaporation.
4. Maintain 38 degrees F to 42 degrees F temperature with grout placed in ice and maintain ambient temperature for second container for 1 hour.
5. Visually check for bleeding of water at 15-minute intervals for 2 hours.

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6. Perform final observation at 24 hours.

If grout bleeds a small amount at temperatures specified, grout will be rejected.

E. Extended Flow Time and Segregation Test (for Category II and Category III):

1. Divide the remaining grout into two 3-gallon cans. Place the cans into the 40-degree F and 90-degree F containers and leave for 20, 40, and 60 minutes. Every 20 minutes remove and check for segregation or settlement of aggregate. Use a gloved hand to reach to the bottom of the can, if more than 1/4 inch of aggregate has settled to the bottom or aggregate has segregated into clumps reject the grout.
2. Right after the settlement test mix the grout with the drill mixer for 10 seconds. Take a ASTM C939 flow cone test of grout and record flow time. Maintain this process for 1 hour at ambient temperatures of 40 degrees F and 90 degrees F.
 - a. 20 min _____, sec. @ 40 degrees F.
 - b. 40 min _____, sec. @ 40 degrees F.
 - c. 60 min _____, sec. @ 40 degrees F.
 - d. 20 min _____, sec. @ 90 degrees F.
 - e. 40 min _____, sec. @ 90 degrees F.
 - f. 60 min _____, sec. @ 90 degrees F.

All Category II and Category III grout that will not go through the flow cone with continuous flow after 60 minutes will be disqualified.

Qualified

Disqualified

F. 24-hour Strength Test:

1. Using grout left in mixing cans in accordance with ASTM C1107/C1107M for mixing and consistency determination test and for extended time flow test, make minimum of nine cube samples.
2. Store cubes at 70 degrees F for 24 hours.
3. Record average compressive strength of nine cubes at 24 hours.

Grout will be disqualified if 24-hour compressive strengths are less than 2,500 psi for grouts claiming fluid placement capabilities.

Grouts that have not been disqualified after these tests are qualified for use on the Project for the application indicated in Nonshrink Grout Schedule.

Signature of Independent Testing Laboratory

Date Test Conducted

SECTION 31 10 00
SITE CLEARING

PART 1 GENERAL

1.01 DEFINITIONS

- A. Interfering or Objectionable Material: Trash, rubbish, and junk; vegetation and other organic matter, whether alive, dead, or decaying; topsoil.
- B. Clearing: Removal of interfering or objectionable material lying on or protruding above ground surface.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 2-inch caliper to a depth of 6 inches below subgrade.
- D. Project Limits: Areas, as shown or specified, within which Work is to be performed.

1.02 SUBMITTALS

- A. Action Submittals: Drawings clearly showing clearing, grubbing, and stripping limits.

1.03 QUALITY ASSURANCE

- A. Obtain Engineer's approval of staked clearing, grubbing, and stripping limits, prior to commencing clearing, grubbing, and stripping.

1.04 SCHEDULING AND SEQUENCING

- A. Prepare Site only after adequate erosion and sediment controls are in place. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls to maximum of 1 acres.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Clear, grub, and strip areas actually needed for waste disposal, borrow, or Site improvements within limits shown or specified.
- B. Do not injure or deface vegetation that is not designated for removal.

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3.02 LIMITS

- A. As follows, but not to extend beyond Project limits.
 - 1. Excavation 5 feet beyond top of cut slopes.
 - 2. Fill:
 - a. Clearing and Grubbing: 5 feet beyond toe of permanent fill.
 - b. Stripping 2 feet beyond toe of permanent fill.
 - 3. Waste Disposal:
 - a. Clearing: 5 feet beyond perimeter.
 - b. Scalping and Stripping: Not required.
 - c. Grubbing: Around perimeter as necessary for neat finished appearance.
 - 4. Structures: 15 feet outside of new structures.
 - 5. Overhead Utilities:
 - a. Clearing and Grubbing: Entire width of easements and rights-of-way.
 - b. Scalping and Stripping: Wherever grading is required.
- B. Remove rubbish, trash, and junk from entire area within Project limits.

3.03 TEMPORARY REMOVAL OF INTERFERING PLANTINGS

- A. Remove and store plants, shrubs and trees that are not designated for removal but do interfere with construction or could be damaged by construction activities.
- B. Photograph and document location, orientation, and condition of each plant prior to its removal. Record sufficient information to uniquely identify each plant removed and to assure accurate replacement.

3.04 CLEARING

- A. Clear areas within limits shown or specified.
- B. Fell trees so that they fall away from facilities and vegetation not designated for removal.
- C. Cut stumps not designated for grubbing flush with ground surface.
- D. Cut off shrubs, brush, weeds, and grasses to within 2 inches of ground surface.

3.05 GRUBBING

- A. Grub areas within limits shown or specified.

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3.06 SCALPING

- A. Do not remove sod until after clearing and grubbing is completed and resulting debris is removed.
- B. Scalp areas within limits shown or specified.

3.07 STRIPPING

- A. Do not remove topsoil until after scalping is completed.
- B. Strip areas within limits to minimum depths shown or specified. Do not remove subsoil with topsoil.
- C. Stockpile strippings, meeting requirements of Section 32 91 13, Soil Preparation, for topsoil, separately from other excavated material.

3.08 SALVAGE

- A. Saleable log timber may be sold to Contractor's benefit. Promptly remove from Project Site.
- B. Sod with commercial value may be sold to Contractor's benefit. Promptly remove from Project Site.

3.09 DISPOSAL

- A. Clearing and Grubbing Debris:
 - 1. Dispose of debris offsite.
 - 2. Debris may be buried in designated onsite disposal areas to minimum depth of 3 feet below final grade. In lieu of onsite burial, dispose of debris offsite.
 - 3. Burning of debris onsite will not be allowed.
 - 4. When onsite burning is not prohibited by federal, state, or local authorities, debris may be burned onsite. Control burning to prevent fire from spreading.
 - 5. During periods when burning is prohibited by federal, state, or local authorities, debris may be stockpiled until burning ban is rescinded, provided stockpiled material does not constitute a fire hazard or interfere with or delay Work. Stockpiled material shall not remain onsite in excess of 30 days.
 - 6. Dispose of unburned and noncombustible debris offsite.

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7. Unburned and noncombustible debris may be buried in designated onsite disposal areas to a minimum depth of 3 feet below existing grade. In lieu of onsite burial, dispose of debris offsite.
 8. Woody debris may be chipped. Chips may be sold to Contractor's benefit or used for landscaping onsite as mulch or uniformly mixed with topsoil, provided that resulting mix will be fertile and not support combustion. Dispose of chips that are unsaleable or unsuitable for landscaping or other uses with unchipped debris.
 9. Limit offsite disposal of clearing and grubbing debris to locations that are approved by federal, state, and local authorities, and that will not be visible from Project.
- B. Scalpings: As specified for clearing and grubbing debris.
- C. Strippings:
1. Dispose of strippings that are unsuitable for topsoil or that exceed quantity required for topsoil offsite.
 2. Stockpile topsoil in sufficient quantity to meet Project needs. Dispose of excess strippings as specified for clearing and grubbing.

END OF SECTION

SECTION 31 23 13
SUBGRADE PREPARATION

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. ASTM International (ASTM):
 - a. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

1.02 DEFINITIONS

- A. Optimum Moisture Content: As defined in Section 31 23 23, Fill and Backfill.
- B. Prepared Ground Surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and scarification and compaction of subgrade.
- C. Relative Compaction: As defined in Section 31 23 23, Fill and Backfill.
- D. Relative Density: As defined in Section 31 23 23, Fill and Backfill.
- E. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structure or base for floor slab.
- F. Proof-Rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

1.03 SEQUENCING AND SCHEDULING

- A. Complete applicable Work specified in Section 02 41 00, Demolition; Section 31 10 00, Site Clearing; and Section 31 23 16, Excavation, prior to subgrade preparation.

1.04 QUALITY ASSURANCE

- A. Notify Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Prepare subgrade when unfrozen and free of ice and snow.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Keep subgrade free of water, debris, and foreign matter during compaction or proof-rolling.
- B. Bring subgrade to proper grade and cross-section and uniformly compact surface.
- C. Do not use sections of prepared ground surface as haul roads. Protect prepared subgrade from traffic.
- D. Maintain prepared ground surface in finished condition until next course is placed.

3.02 COMPACTION

- A. Under Earthfill: Compact minimum of 90 percent relative compaction as determined in accordance with ASTM D1557. At the time of compaction, the soil shall be moisture condition to +/- 2% of the optimum moisture content as determined by ASTM D1557.
- B. Under Pavement Structure: Compact to minimum of 95 percent relative compaction as determined in accordance with ASTM D1557. At the time of compaction, the soil shall be moisture condition to +/- 2% of the optimum moisture content as determined by ASTM D1557.

3.03 MOISTURE CONDITIONING

- A. Dry Subgrade: Add water, then mix to make moisture content uniform throughout.
- B. Wet Subgrade: Aerate material by blading, discing, harrowing, or other methods, to hasten drying process.

3.04 TESTING

- A. Proof-roll subgrade with equipment specified in Article Compaction to detect soft or loose subgrade or unsuitable material, as determined by Engineer.

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3.05 CORRECTION

A. Soft or Loose Subgrade:

1. Adjust moisture content and recompact.
2. Over excavate as specified in Section 31 23 16, Excavation, and replace with suitable material from the excavation, as specified in Section 31 23 23.15, Trench Backfill.

B. Unsuitable Material: Over excavate as specified in Section 31 23 16, Excavation, and replace with suitable material from the excavation, as specified in Section 31 23 23.15, Trench Backfill.

END OF SECTION

**SECTION 31 23 16
EXCAVATION**

PART 1 GENERAL

1.01 DEFINITIONS

- A. Common Excavation: Removal of material not classified as rock excavation.
- B. Rock Excavation:
 - 1. General: Removal of solid material which by actual demonstration cannot, in Engineer's opinion, be reasonably loosened or ripped by single-tooth, hydraulically operated ripper mounted on crawler tractor in good condition and rated at minimum 300 flywheel horsepower; and which must be systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker, expansive compounds, or other similar means prior to removal.
 - 2. Trench: Removal of solid material which by actual demonstration cannot, in Engineer's opinion, be reasonably excavated with minimum 135-horsepower backhoe in good condition and equipped with manufacturer's standard boom, two rippers, and rock points or similar approved equipment; and which must be systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker, expansive compounds, or other similar means prior to removal.
 - 3. Term "rock excavation" indicates removal of solid material, as specified above, and does not necessarily correspond to "rock" as implied by names of geologic formations.
 - 4. Removal of boulders larger than 1/2 cubic yard will be classified as rock excavation, if drilling and blasting or breaking them apart with power-operated hammer, hydraulic rock breaker, expansive compounds, or other similar means is both necessary and actually used for their removal.

1.02 SUBMITTALS

- A. Informational Submittals:
 - 1. Excavation Plan, Detailing:
 - a. Methods and sequencing of excavation.
 - b. Proposed locations of stockpiled excavated material.
 - c. Proposed onsite and offsite spoil disposal sites.

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1.03 QUALITY ASSURANCE

- A. Provide adequate survey control to avoid unauthorized over excavation.

1.04 WEATHER LIMITATIONS

- A. Material excavated when frozen or when air temperature is less than 32 degrees F shall not be used as fill or backfill until material completely thaws.
- B. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.05 SEQUENCING AND SCHEDULING

- A. Demolition: Complete applicable Work specified in Section 02 41 00, Demolition, prior to excavating.
- B. Clearing, Grubbing, and Stripping: Complete applicable Work specified in Section 31 10 00, Site Clearing, prior to excavating.
- C. Dewatering: Conform to applicable requirements of Section 31 23 19.01, Dewatering, prior to initiating excavation.
- D. Excavation Support: Install and maintain shoring, as necessary to support sides of excavations and prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work. Excavate to within tolerance of plus or minus 0.1 foot, except where dimensions or grades are shown or specified as maximum or minimum. Allow for forms, working space, granular base, topsoil, and similar items, wherever applicable. Trim to neat lines where concrete is to be deposited against earth.
- B. Do not overexcavate without written authorization of Engineer.
- C. Remove or protect obstructions as shown and as specified in Section 01 50 00, Temporary Facilities and Controls, Article Protection of Work and Property.

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3.02 UNCLASSIFIED EXCAVATION

- A. Excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

3.03 CLASSIFIED EXCAVATION

- A. Excavation is classified; see Article Definitions for classifications. Notify Engineer whenever rock is encountered.
- B. Before beginning rock excavation, comply with following requirements:
 - 1. Remove overlying material as common excavation and expose rock surface for examination by Engineer.
 - 2. Demonstrate that removal of remaining material classifies as rock excavation unless waived by Engineer.
 - 3. Assist Engineer with measurement and documentation of rock excavation.
- C. Predrilling and blasting may be allowed prior to removal of overburden if, in Engineer's opinion, top-of-rock line can be clearly defined after excavation. Acceptance of this method will be based on the following demonstration:
 - 1. Predrill, blast, and excavate initial 100-foot long test section.
 - 2. Excavate minimum of two 20-foot long trenches to apparent rock line immediately adjacent to predrilled section for comparison.
- D. In event of disputed quantities, excavate additional correlation trenches to apparent rock as considered necessary by Engineer to resolve dispute. Engineer reserves right to stop predrilling and blasting if, in Engineer's opinion, experience indicates that accurate determination of rock quantities is not possible by this method.

3.04 TRENCH WIDTH

- A. Minimum Width of Trenches:
 - 1. Single Pipes, Conduits, Direct-Buried Cables, and Duct Banks:
 - a. Less than 4-inch Outside Diameter or Width: 18 inches.
 - b. Greater than 4-inch Outside Diameter or Width: 18 inches greater than outside diameter or width of pipe, conduit, direct-buried cable, or duct bank.
 - 2. Increase trench widths by thicknesses of sheeting.

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- B. Maximum Trench Width: Unlimited, unless otherwise shown or specified, or unless excess width will cause damage to existing facilities, adjacent property, or completed Work.

3.05 PIPE BEDDING GROOVES FOR NONPERFORATED DRAIN LINES

- A. Semicircular, trapezoidal, or 90-degree-V.
- B. Excavated or plowed into trench bottom. Forming groove by compaction will not be acceptable.

3.06 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform with lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3-inch diameter and that are loose and may roll down slope. Remove exposed roots from cut slopes.
- C. Round tops of cut slopes in soil to not less than a 6-foot radius, provided such rounding does not extend offsite or outside easements and rights-of-way, or adversely impacts existing facilities, adjacent property, or completed Work.

3.07 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- C. Confine stockpiles to within easements, rights-of-way, and approved work areas. Do not obstruct roads or streets.
- D. Do not stockpile excavated material adjacent to trenches and other excavations, unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- E. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.

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3.08 DISPOSAL OF SPOIL

- A. Dispose of excavated materials, which are unsuitable or exceed quantity needed for fill or backfill, offsite.
- B. Dispose of debris resulting from removal of underground facilities as specified in Section 02 41 00, Demolition, for demolition debris.
- C. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk as specified in Section 31 10 00, Site Clearing, for clearing and grubbing debris.

END OF SECTION

**SECTION 31 23 19.01
DEWATERING**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Informational Submittals: Discharge permits.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Remove and control water during periods when necessary to properly accomplish Work.

3.02 SURFACE WATER CONTROL

- A. See Section 01 57 13, Temporary Erosion and Sediment Control.
- B. Remove surface runoff controls when no longer needed.

3.03 DEWATERING SYSTEMS

- A. Provide, operate, and maintain dewatering systems of sufficient size and capacity to permit excavation and subsequent construction in dry and to lower and maintain groundwater level a minimum of 3 feet below the lowest point of excavation. Continuously maintain excavations free of water, regardless of source, and until backfilled to final grade.
- B. Dewatering systems shall include wells or well points, and other equipment and appurtenances installed outside limits of excavations and sufficiently below lowest point of excavation, or to maintain specified groundwater elevation.
- C. Design and Operate Dewatering Systems:
 - 1. To prevent loss of ground as water is removed.
 - 2. To avoid inducing settlement or damage to existing facilities, completed Work, or adjacent property.
 - 3. To relieve artesian pressures and resultant uplift of excavation bottom.

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- D. Provide sufficient redundancy in each system to keep excavation free of water in event of component failure.
- E. Provide 100 percent emergency power backup with automatic startup and switchover in event of electrical power failure.
- F. Provide supplemental ditches and sumps only as necessary to collect water from local seeps. Do not use ditches and sumps as primary means of dewatering.

3.04 DISPOSAL OF WATER

- A. Obtain discharge permit for water disposal from authorities having jurisdiction.
- B. Treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.
- C. Discharge water as required by discharge permit and in manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.
- D. Remove solids from treatment facilities and perform other maintenance of treatment facilities as necessary to maintain their efficiency.

3.05 PROTECTION OF PROPERTY

- A. Make assessment of potential for dewatering induced settlement. Provide and operate devices or systems, including but not limited to reinjection wells, infiltration trenches and cutoff walls, necessary to prevent damage to existing facilities, completed Work, and adjacent property.
- B. Securely support existing facilities, completed Work, and adjacent property vulnerable to settlement due to dewatering operations. Support shall include, but not be limited to, bracing, underpinning, or compaction grouting.

END OF SECTION

**SECTION 31 23 23
FILL AND BACKFILL**

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
 - a. C117, Standard Test Method for Materials Finer Than 75-Micrometers (No. 200) Sieve in Mineral Aggregates by Washing.
 - b. C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregates.
 - c. D75, Standard Practice for Sampling Aggregates.
 - d. D1556, Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - e. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - f. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - g. D4254, Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - h. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.02 DEFINITIONS

A. Relative Compaction:

1. Ratio, in percent, of as-compacted field dry density to laboratory maximum dry density as determined in accordance with ASTM D1557.
2. Apply corrections for oversize material to either as-compacted field dry density or maximum dry density, as determined by Engineer.

B. Optimum Moisture Content:

1. Determined in accordance with ASTM Standard specified to determine maximum dry density for relative compaction.
2. Determine field moisture content on basis of fraction passing 3/4-inch sieve.

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- C. Relative Density: Calculated in accordance with ASTM D4254 based on maximum index density determined in accordance with ASTM D4253 and minimum index density determined in accordance with ASTM D4254.
- D. Prepared Ground Surface: Ground surface after completion of required demolition, clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and subgrade preparation.
- E. Completed Course: A course or layer that is ready for next layer or next phase of Work.
- F. Lift: Loose (uncompacted) layer of material.
- G. Geosynthetics: Geotextiles, geogrids, or geomembranes.
- H. Well-Graded:
 - 1. A mixture of particle sizes with no specific concentration or lack thereof of one or more sizes.
 - 2. Does not define numerical value that must be placed on coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters.
 - 3. Used to define material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.
- I. Influence Area: Area within planes sloped downward and outward at 60-degree angle from horizontal measured from:
 - 1. 1 foot outside outermost edge at base of foundations or slabs.
 - 2. 1 foot outside outermost edge at surface of roadways or shoulder.
 - 3. 0.5 foot outside exterior at spring line of pipes or culverts.
- J. Borrow Material: Material from required excavations or from designated borrow areas on or near Site.
- K. Selected Backfill Material: Materials available onsite that Engineer determines to be suitable for specific use.
- L. Imported Material: Materials obtained from sources offsite, suitable for specified use.
- M. Structural Fill: Fill materials as required under structures, pavements, and other facilities.

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- N. Embankment Material: Fill materials required to raise existing grade in areas other than under structures.
- O. Standard Specifications: When referenced in this section, shall mean City of Midland Standard Details and City of Midland Standard Specifications. Link to City of Midland Specifications:
<https://www.midlandtexas.gov/DocumentCenter/View/344/Standard-Specifications>

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Tank manufacturer's recommendations for backfill around each buried tank.
 - 2. Samples: Imported material taken at source.
- B. Informational Submittals:
 - 1. Manufacturer's data sheets for compaction equipment.
 - 2. Certified test results from independent testing agency.

1.04 QUALITY ASSURANCE

- A. Notify Engineer when:
 - 1. Structure or tank is ready for backfilling, and whenever backfilling operations are resumed after a period of inactivity.
 - 2. Soft or loose subgrade materials are encountered wherever embankment or site fill is to be placed.
 - 3. Fill material appears to be deviating from Specifications.

1.05 SEQUENCING AND SCHEDULING

- A. Complete applicable Work specified in Section 02 41 00, Demolition; Section 31 10 00, Site Clearing; Section 31 23 16, Excavation; and Section 31 23 13, Subgrade Preparation, prior to placing fill or backfill.
- B. Backfill around water-holding structures only after completion of satisfactory leakage tests as specified in Section 03 30 00, Cast-in-Place Concrete.
- C. Do not place granular base, subbase, or surfacing until after subgrade has been prepared as specified in Section 31 23 13, Subgrade Preparation.

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PART 2 PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Gradation Tests: As necessary to locate acceptable sources of imported material.

2.02 EARTHFILL

- A. Excavated material from required excavations and designated borrow sites, free from rocks larger than 3 inches, from roots and other organic matter, ashes, cinders, trash, debris, and other deleterious materials.

2.03 GRANULAR FILL

- A. 1-inch minus crushed gravel or crushed rock.
- B. Free from dirt, clay balls, and organic material.
- C. Well-graded from coarse to fine and containing sufficient fines to bind material when compacted, but with maximum 8 percent by weight passing No. 200 sieve.

2.04 SAND

- A. Free from clay, organic matter, or other deleterious material.
- B. Gradation as determined in accordance with ASTM C117 and ASTM C136:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/4-inch	100
No. 4	95 - 100
No. 200	0 - 8

2.05 GRANULAR DRAIN MATERIAL

- A. As specified in Section 31 23 23.15, Trench Backfill.

2.06 WATER FOR MOISTURE CONDITIONING

- A. Free of hazardous or toxic contaminates, or contaminants deleterious to proper compaction.

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2.07 BASE COURSE ROCK

- A. As specified in Section 32 11 23, Aggregate Base Courses.

2.08 FOUNDATION STABILIZATION ROCK

- A. Crushed rock or pit run rock.
B. Uniformly graded from coarse to fine.
C. Free from excessive dirt and other organic material.
D. Maximum 2-1/2-inch particle size.

2.09 CRUSHED ROCK FOR SUBSTATIONS

- A. Clean, hard, durable crushed rock, free from foreign materials and washed.
B. Gradation as determined in accordance with ASTM C117 and ASTM C136.
C. Base Course:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2 inches	100
1-1/2 inches	95 - 100
3/4 inch	55 - 75
1/4 inch	35 - 50
No. 10	4 - 60

- D. Finish Grade Rock:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2 inches	-100
1-1/2 inches	90 - 100
1 inch	30 - 65
3/4 inch	0 - 15

- E. Access Road Surfacing: Gradation same as for base course.

PART 3 EXECUTION

3.01 GENERAL

- A. Keep placement surfaces free of water, debris, and foreign material during placement and compaction of fill and backfill materials.
- B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, in a manner that avoids segregation, and compact each lift to specified densities prior to placing succeeding lifts. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.
- C. During filling and backfilling, keep level of fill and backfill around each structure and buried tank even.
- D. Do not place fill or backfill, if fill or backfill material is frozen, or if surface upon which fill or backfill is to be placed is frozen.
- E. If pipe, conduit, duct bank, or cable is to be laid within fill or backfill:
 - 1. Fill or backfill to an elevation 2 feet above top of item to be laid.
 - 2. Excavate trench for installation of item.
 - 3. Install bedding, if applicable, as specified in Section 31 23 23.15, Trench Backfill.
 - 4. Install item.
 - 5. Backfill envelope zone and remaining trench, as specified in Section 31 23 23.15, Trench Backfill, before resuming filling or backfilling specified in this section.
- F. Tolerances:
 - 1. Final Lines and Grades: Within a tolerance of 0.1 foot unless dimensions or grades are shown or specified otherwise.
 - 2. Grade to establish and maintain slopes and drainage as shown. Reverse slopes are not permitted.
- G. Settlement: Correct and repair any subsequent damage to structures, pavements, curbs, slabs, piping, and other facilities, caused by settlement of fill or backfill material.

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3.02 BACKFILL UNDER AND AROUND STRUCTURES

- A. Under Facilities: Within influence area beneath structures, slabs, pavements, curbs, piping, conduits, duct banks, and other facilities, backfill with granular fill, unless otherwise shown. Place granular fill in lifts of 6-inch maximum thickness and compact each lift to minimum of 95 percent relative compaction as determined in accordance with ASTM D1557.
- B. Subsurface Drainage: Backfill with granular drain material, where shown. Place granular drain material in lifts of 6-inch maximum thickness and compact each lift to minimum of 80 percent relative density based on ASTM D4253 and ASTM D4254.
- C. Other Areas: Backfill with earthfill to lines and grades shown, with proper allowance for topsoil thickness where shown. Place in lifts of 6-inch maximum thickness and compact each lift to minimum 90 percent relative compaction as determined in accordance with ASTM D1557.

3.03 FILL

- A. Outside Influence Areas beneath Structures, Tanks, Pavements, Curbs, Slabs, Piping, and Other Facilities: Unless otherwise shown, place earthfill as follows:
 - 1. Allow for 6-inch thickness of topsoil where required.
 - 2. Maximum 8-inch thick lifts.
 - 3. Place and compact fill across full width of embankment.
 - 4. Dress completed embankment with allowance for topsoil, crest surfacing, and slope protection, where applicable.

3.04 SITE TESTING

- A. Gradation:
 - 1. One sample from each 1,500 tons of finished product or more often as determined by Engineer, if variation in gradation is occurring, or if material appears to depart from Specifications.
 - 2. If test results indicate material does not meet Specification requirements, terminate material placement until corrective measures are taken.
 - 3. Remove material placed in Work that does not meet Specification requirements.

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3.05 GRANULAR BASE, SUBBASE, AND SURFACING

- A. Place and Compact as specified in Section 32 11 23, Aggregate Base Courses and Standard Specifications.

3.06 REPLACING OVEREXCAVATED MATERIAL

- A. Replace excavation carried below grade lines shown or established by Engineer as follows:
1. Beneath Fill or Backfill: Same material as specified for overlying fill or backfill.
 2. Trenches:
 - a. Unauthorized Overexcavation: Either trench stabilization material or granular pipe base material, as specified in Section 31 23 23.15, Trench Backfill.
 - b. Authorized Overexcavation: Trench stabilization material, as specified in Section 31 23 23.15, Trench Backfill.

END OF SECTION

SECTION 31 23 23.15
TRENCH BACKFILL

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Public Works Association (APWA): Uniform Color Code.
2. ASTM International (ASTM):
 - a. C33/C33M, Standard Specification for Concrete Aggregates.
 - b. C94/C94M, Standard Specification for Ready-Mixed Concrete.
 - c. C117, Standard Test Method for Materials Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates by Washing.
 - d. C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - e. C150/C150M, Standard Specification for Portland Cement.
 - f. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
 - g. C1012/C1012M, Standard Test Method for Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution.
 - h. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - i. D1140, Standard Test Methods for Amount of Material in Soils Finer than No. 200 (75 micrometer) Sieve.
 - j. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - k. D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - l. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - m. D4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - n. D4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - o. D4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
3. National Electrical Manufacturers Association (NEMA): Z535.1, Safety Colors.

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1.02 DEFINITIONS

- A. Base Rock: Granular material upon which manhole bases and other structures are placed.
- B. Bedding Material: Granular material upon which pipes, conduits, cables, or duct banks are placed.
- C. Imported Material: Material obtained by Contractor from source(s) offsite.
- D. Lift: Loose (uncompacted) layer of material.
- E. Pipe Zone: Backfill zone that includes full trench width and extends from prepared trench bottom to an upper limit above top outside surface of pipe, conduit, cable or duct bank.
- F. Prepared Trench Bottom: Graded trench bottom after excavation and installation of stabilization material, if required, but before installation of bedding material.
- G. Relative Compaction: The ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize material may be applied to either as-compacted field dry density or maximum dry density, as determined by Engineer.
- H. Relative Density: As defined by ASTM D4253 and ASTM D4254.
- I. Selected Backfill Material: Material available onsite that Engineer determines to be suitable for a specific use.
- J. Well-Graded: A mixture of particle sizes that has no specific concentration or lack thereof of one or more sizes producing a material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids. Satisfying both of the following requirements, as defined in ASTM D2487:
 - 1. Coefficient of Curvature: Greater than or equal to 1 and less than or equal to 3.
 - 2. Coefficient of Uniformity: Greater than or equal to 4 for materials classified as gravel, and greater than or equal to 6 for materials classified as sand.

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1.03 SUBMITTALS

A. Action Submittals:

1. Shop Drawings: Manufacturer's descriptive literature for marking tapes.
2. Samples:
 - a. Trench stabilization material.
 - b. Bedding and pipe zone material.
 - c. Granular drain.
 - d. Granular backfill.
 - e. Earth backfill.
 - f. Sand(s).

B. Informational Submittals:

1. Catalog and manufacturer's data sheets for compaction equipment.
2. Certified Gradation Analysis: Submit not less than 30 days prior to delivery for imported materials or anticipated use for excavated materials, except for trench stabilization material that will be submitted prior to material delivery to Site.
3. Controlled Low Strength Material: Certified mix design and test results. Include material types and weight per cubic yard for each component of mix.

PART 2 PRODUCTS

2.01 MARKING TAPE

A. Detectable:

1. Solid aluminum foil, visible on unprinted side, encased in protective high visibility, inert polyethylene plastic jacket.
2. Foil Thickness: Minimum 0.35 mils.
3. Laminate Thickness: Minimum 5 mils.
4. Width: 2 inches.
5. Identifying Lettering: Minimum 1-inch high, permanent black lettering imprinted continuously over entire length.
6. Joining Clips: Tin or nickel-coated furnished by tape manufacturer.
7. Manufacturers and Products:
 - a. Reef Industries; Terra Tape, Sentry Line Detectable.
 - b. Mutual Industries; Detectable Tape.
 - c. Presco; Detectable Tape.

B. Color: In accordance with APWA Uniform Color Code.

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Color*	Facility
Red	Electric power lines, cables, conduit, and lightning cables
Orange	Communicating alarm or signal lines, cables, or conduit
Yellow	Gas, oil, steam, petroleum, or gaseous materials
Green	Sewers and drain lines
Blue	Potable water
Purple	Reclaimed water, irrigation, and slurry lines
*As specified in NEMA Z535.1, Safety Color Code.	

2.02 BEDDING MATERIAL AND PIPE ZONE MATERIAL

- A. Unfrozen, friable, and no clay balls, roots, or other organic material.
- B. Clean or gravelly sand with less than 5 percent passing No. 200 sieve, as determined in accordance with ASTM D1140, or gravel or crushed rock within maximum particle size and other requirements as follows unless otherwise specified.
 - 1. Duct Banks: 3/4-inch maximum particle size.
 - 2. PVC Irrigation System Piping and Ductile Iron Pipe with Polyethylene Wrap: 3/8-inch maximum particle size.
 - 3. Pipe Under 18-Inch Diameter: 3/4-inch maximum particle size, except 1/4 inch for stainless steel pipe, copper pipe, tubing, and plastic pipe under 3-inch diameter.
 - 4. Pipe 18-Inch Diameter and Greater: 1-1/2-inch maximum particle size for ductile iron pipe, concrete pipe, welded steel pipe, and pretensioned or prestressed concrete cylinder pipe.
 - 5. Perforated Pipe: Granular drain material.
 - 6. Conduit and Direct-Buried Cable:
 - a. Sand, clean or clean to silty, less than 12 percent passing No. 200 sieve.
 - b. Individual Particles: Free of sharp edges.
 - c. Maximum Size Particle: Pass a No. 4 sieve.
 - d. If more than 5 percent passes No. 200 sieve, the fraction that passes No. 40 sieve shall be nonplastic as determined in accordance with ASTM D4318.

2.03 EARTH BACKFILL

- A. Soil, loam, or other excavated material suitable for use as backfill.

TRENCH BACKFILL

31 23 23.15-4
PACKET

6.290

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- B. Free from roots or organic matter, refuse, boulders and material larger than 1/2 cubic foot, or other deleterious materials.

2.04 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

- A. Select and proportion ingredients to obtain compressive strength between 50 psi and 150 psi at 28 days in accordance with ASTM D4832.
- B. Materials:
 - 1. Cement: ASTM C150/C150M, Type I or Type II.
 - 2. Aggregate: ASTM C33/C33M, Size 7.
 - 3. Fly Ash (Pozzolan): Class F fly ash in accordance with ASTM C618, except as modified herein:
 - a. ASTM C618, Table 1, Loss on Ignition: Unless permitted otherwise, maximum 3 percent.
 - 4. Water: Clean, potable, containing less than 500 ppm of chlorides.

2.05 CONCRETE BACKFILL

- A. Mix: ASTM C94/C94M, Option A.
 - 1. Cement: ASTM C150/C150M, Type I or Type II.
 - 2. Coarse Aggregate Size: 3/4 inch.
 - 3. Design for Minimum Compressive Strength at 28 Days: 3,000 psi.

2.06 GRAVEL SURFACING ROCK

- A. As specified in Section 32 11 23, Aggregate Base Courses.

2.07 TOPSOIL

- A. As specified in Section 32 91 13, Soil Preparation.

2.08 SOURCE QUALITY CONTROL

- A. Perform gradation analysis in accordance with ASTM C136 for:
 - 1. Earth backfill, including specified class.
 - 2. Trench stabilization material.
 - 3. Bedding and pipe zone material.
- B. Certify Laboratory Performance of Mix Designs:
 - 1. Controlled low strength material.
 - 2. Concrete.

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PART 3 EXECUTION

3.01 GENERAL

- A. Refer to City of Midland Standard Details as shown on Drawings.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
 - a. C29, Standard Test Method for Bulk Density (Unit Weight) and Voids in Aggregate.
 - b. C88, Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
 - c. C117, Standard Method of Test for Materials Finer Than 75µm (No. 200) Sieve in Mineral Aggregates by Washing.
 - d. C131, Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - e. C183, Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates.
 - f. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft³ (2700 kN-m/m³)).
 - g. D1883, Test Method for CBR (California Bearing Ratio) of Laboratory Compacted Soils.
 - h. D2216, Standard Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
 - i. D2419, Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 - j. D2844, Standard Specification for Resistance R-Value and Expansion Pressure of Compacted Soils.
 - k. D4318, Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
 - l. D4791, Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.
 - m. D5195, Standard Test Methods for Density of Soil and Rock In-Place Below Surface by Nuclear Methods.
 - n. D6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

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1.02 DEFINITIONS

- A. Completed Course: Compacted, unyielding, free from irregularities, with smooth, tight, even surface, true to grade, line, and cross-section.
- B. Completed Lift: Compacted with uniform cross-section thickness.
- C. Base Course: Crushed aggregate or similar as specified placed and compacted on prepared subgrade or subbase course.
- D. Gravel Surfacing: Aggregate used for construction of low-volume access and staging area that can be easily graded and compacted.
- E. Leveling Course: Crushed aggregate placed and compacted on base course to be used for finish grading.
- F. Standard Specifications: When referenced in this section, shall mean the Texas Department of Transportation Standard Specifications for Road construction, latest edition.
- G. Subbase Course: Sandy, gravelly material placed and compacted on prepared subgrade.

1.03 SUBMITTALS

- A. Informational Submittals:
 - 1. Certified Test Results on Source Materials: Submit copies from commercial testing laboratory 20 days prior to delivery of materials to Project showing materials meeting the physical qualities specified.

PART 2 PRODUCTS

2.01 BASE COURSE

- A. As specified for Zone D, in the City of Midland Standard Details and Specifications.
- B. Clean, hard durable, pit run gravel or crushed stone graded from coarse to fine containing enough fines to bind material when compacted.
- C. Physical Qualities:
 - 1. Abrasion, ASTM C131: 40 percent maximum wear.
 - 2. Fractured Face: 75 percent minimum particles.
 - 3. Liquid Limit, ASTM D4318: Maximum 30 percent.

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4. Plasticity Index, ASTM D4318: Maximum 6 percent.
5. Resistance (R) Value, ASTM D2844: 75, minimum.

D. Gradation, ASTM C183 and ASTM C117, Based on U.S. Standard Sieves:

Table 1 Gradation Percent Passing by Weight	
Sieve Designation	Material
(Square Opening)	Aggregate Base Course
1-3/4"	100%
7/8"	65-90%
3/8"	50-70%
No. 4	30-60%
No. 40	15-35%

2.02 SOURCE QUALITY CONTROL

- A. Perform tests necessary to locate acceptable source of materials meeting specified requirements.
- B. Final approval of aggregate material will be based on test results of installed materials.
- C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

PART 3 EXECUTION

3.01 EQUIPMENT

- A. Compaction Equipment: Adequate in design and number to provide compaction and to obtain specified density for each layer.

3.02 HAULING AND SPREADING

- A. Hauling Materials:
 1. Do not haul over surfacing in process of construction.
 2. Loads: Of uniform capacity.

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3. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.

B. Spreading Materials:

1. Distribute material to provide required density, depth, grade, and dimensions with allowance for subsequent lifts.
2. Produce even distribution of material upon roadway or prepared surface without segregation.
3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.

3.03 ROLLING AND COMPACTION

- A. Commence rolling at outer edges and continue toward center; do not roll center of road first.
- B. Apply water as needed to obtain specified densities.
- C. Place and compact each lift to the required density before succeeding lift is placed.
- D. Surface Defects: Remedy by loosening and rerolling. Reroll entire area, including surrounding surface, until thoroughly compacted.
- E. Finished surface shall be true to grade and crown before proceeding with surfacing.

3.04 SURFACE TOLERANCES

- A. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.
- B. Finished Surface of Untreated Aggregate Base Course: Within plus or minus 0.04 foot of grade shown at any individual point.

3.05 FIELD QUALITY CONTROL

- A. In-Place Density Tests:
 1. Provide Engineer at least 2 hours' advance notification prior to testing.
 2. Show proof that areas meet specified requirements before identifying density test locations.

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3. Refer to Table 2 for minimum sampling and testing requirements for aggregate base course and surfacing.

Table 2 Minimum Sampling and Testing Requirements			
Property	Test Method	Frequency	Sampling Point
Gradation	ASTM C117 and ASTM C183	One sample every 500 tons but at least every 4 hours of production	Roadbed after processing
Moisture Density (Maximum Density)	ASTM D1557, Method D	One test every 500 tons for every aggregate grading produced	Production output or stockpile
In-Place Density and Moisture Content	ASTM D5195, ASTM D6938, and ASTM D2216 for moisture content	One for each 500 ton but at least every 10,000 sq ft of area	In-place completed, compacted area

3.06 CLEANING

- A. Remove excess material from the Work area. Clean stockpile and staging areas of all excess aggregate.

END OF SECTION

SECTION 32 12 16
ASPHALT PAVING

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):
 - a. M17, Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
 - b. M81, Standard Specification for Cut-Back Asphalt (Rapid Curing Type).
 - c. M82, Standard Specification for Cut-Back Asphalt (Medium Curing Type).
 - d. M140, Standard Specification for Emulsified Asphalt.
 - e. M156, Standard Specification for Requirements for Mixing Plants for Hot-mixed, Hot-laid Bituminous Paving Mixes.
 - f. M208, Standard Specification for Cationic Emulsified Asphalt.
 - g. R35, Standard Practice for Superpave Volumetric Design for Hot Mix Asphalt.
 - h. T166, Standard Method of Test for Bulk Specific Gravity (Gmb) of Compacted Hot Mix Asphalt (HMA) Mixtures Using Saturated Surface-Dry Specimens.
 - i. T176 Standard Method of Test for Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test.
 - j. T209, Standard Method of Test for Theoretical Maximum Specific Gravity (Gmm) and Density of Hot Mix Asphalt (HMA).
 - k. T245, Standard Method of Test for Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus.
 - l. T246, Standard Method of Test for Resistance to Deformation and Cohesion of Hot Mix Asphalt (HMA) by Means of Hveem Apparatus.
 - m. T247, Standard Method of Test for Preparation of Test Specimens of Hot Mix Asphalt (HMA) by Means of California Kneading Compactor.
 - n. T283, Standard Method of Test for Resistance of Compacted Hot Mix Asphalt (HMA) to Moisture-Induced Damage.
 - o. T304, Standard Method of Test for Uncompacted Void Content of Fine Aggregate.

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- p. T312, Standard Method of Test for Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of a Superpave Gyratory Compactor.
- 2. Asphalt Institute (AI):
 - a. Manual Series No. 2 (MS-2), Mix Design Methods for Asphalt Concrete.
 - b. Superpave Series No. 2 (SP-2), Superpave Mix Design.
- 3. ASTM International (ASTM):
 - a. D75, Standard Method of Test for Sampling of Aggregates.
 - b. D140, Standard Method of Test for Sampling Bituminous Materials.
 - c. D979, Standard Method of Test for Sampling Bituminous Paving Mixtures.
 - d. D2041, Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures.
 - e. D2489, Standard Method of Test for Determining Degree of Particle Coating of Asphalt Mixtures.
 - f. D4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - g. D4791, Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.
 - h. D5821, Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate.
 - i. E329 REV A, Standard Specification for Agencies Engaged in Construction Inspection Testing, or Special Inspection.

1.02 DEFINITIONS

- A. Combined Aggregate: All mineral constituents of asphalt concrete mix, including mineral filler and separately sized aggregates.
- B. Reclaimed asphalt pavement (RAP): Removed and/or processed pavement materials containing binder and aggregate.
- C. Standard Specifications: Texas State Department of Highways and Public Transportation Standard Specifications for Construction of Highways, Streets and Bridges, latest edition, City of Midland Standard Drawings and Standard Specifications.

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Samples:
 - a. Sample per ASTM D140 and ASTM D195.

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- b. Core Samples of Compacted Asphalt Concrete: 6 inches (100 millimeters).

B. Informational Submittals:

1. Asphalt Concrete Mix Formula:
 - a. Submit minimum of 15 days prior to start of production.
 - b. Submittal to include the following information:
 - 1) Gradation and portion for each aggregate constituent used in mixture to produce a single gradation of aggregate within specified limits.
 - 2) Bulk specific gravity for each aggregate constituent.
 - 3) Measured maximum specific gravity of mix at optimum asphalt content determined in accordance with ASTM D2041.
 - 4) Properties as stated in Section 2-F Hot mix Asphaltic Concrete of the Standard Specifications for at least four different asphalt contents other than optimum, two below optimum, and two above optimum.
 - 5) Percent of asphalt lost due to absorption by aggregate.
 - 6) Index of Retained Strength (TSR) at optimum asphalt content as determined by AASHTO T283.
 - 7) Percentage of asphalt cement, to nearest 0.1 percent, to be added to mixture.
 - 8) Optimum mixing temperature.
 - 9) Optimum compaction temperature.
 - 10) Temperature-viscosity curve of asphalt cement to be used.
 - 11) Brand name of any additive to be used and percentage added to mixture.
2. Test Report for Asphalt Cement:
 - a. Submit minimum 10 days prior to start of production.
 - b. Show appropriate test method(s) for each material and the test results.
3. Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements, for the following materials:
 - a. Aggregate: Gradation, source test results as defined in the Standard Specifications.
 - b. Asphalt for Binder: Type, grade, and viscosity-temperature curve.
 - c. Prime Coat: Type and grade of asphalt.
 - d. Tack Coat: Type and grade of asphalt.
 - e. Additives.
 - f. Mix: Conforms to job-mix formula.
4. Statement of qualification for independent testing laboratory.

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5. Test Results:
 - a. Mix design.
 - b. Asphalt concrete core.
 - c. Gradation and asphalt content of uncompacted mix.

1.04 QUALITY ASSURANCE

A. Qualifications:

1. Independent Testing Laboratory: In accordance with ASTM E329 REV A.
2. Asphalt concrete mix formula shall be prepared by approved certified independent laboratory under the supervision of a certified asphalt technician.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Temperature: Do not apply asphalt materials or place asphalt mixes when ground temperature is lower than 50 degrees F (10 degrees C) or air temperature is lower than 40 degrees F (4 degrees C). Measure ground and air temperature in shaded areas away from heat sources or wet surfaces.
- B. Moisture: Do not apply asphalt materials or place asphalt mixes when application surface is wet.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Prime Coat: Cutback asphalt, Grade MC-30, Texas Highway Department Item 300.
- B. Tack Coat: Emulsified Asphalt for Tack Coat or Seal Coat: Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

2.02 ASPHALT CONCRETE MIX

A. General:

1. Mix formula shall not be modified except with written approval of Owner.
2. Source Changes:
 - a. Should material source(s) change, establish new asphalt concrete mix formula before new material(s) is used.

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- b. Perform check tests of properties of plant-mix bituminous materials on first day of production and as requested by Engineer to confirm that properties are in compliance with design criteria.
 - c. Make adjustments in gradation or asphalt content as necessary to meet design criteria.
- B. Asphalt Concrete: AC - 5 or AC - 10 which shall comply with the requirements of Item 300, Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges.
- C. Composition: Hot-plant mix of aggregate, mineral filler if required, and paving grade asphalt cement. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that resulting mixture meets grading requirements of mix formula.
- D. Aggregate:
 - 1. General: As specified in the Standard Specifications.
 - 2. Coarse:
 - a. Material retained on a No. 8 (2.36-millimeter) sieve.
 - b. Minimum 75 percent by weight of individual pieces having two or more fractured faces, and 90 percent by weight having at least one fractured face.
 - 3. Fine:
 - a. Material passing a No. 8 (2.36-millimeter) sieve.
 - b. Clean, sound, durable, angular shaped particles produced by crushing.
 - c. Plasticity Index: Maximum 6.
 - d. Liquid Limit: Maximum 25, when tested in accordance with ASTM D4318.
 - 4. Natural Sand: May be used to a maximum of 15 percent by weight of total aggregate.
- E. Mineral Filler: Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

PART 3 EXECUTION

3.01 GENERAL

- A. Traffic Control:
 - 1. In accordance with Section 01 50 00, Temporary Facilities and Controls.

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2. Minimize inconvenience to traffic, but keep vehicles off freshly treated or paved surfaces to avoid pickup and tracking of asphalt.
- B. Driveways: Repave driveways from which pavement was removed. Leave driveways in as good or better condition than before start of construction.

3.02 LINE AND GRADE

- A. Provide and maintain intermediate control of line and grade, independent of underlying base, to meet finish surface grades and minimum thickness.
- B. Shoulders: Construct to line, grade, and cross-section shown.

3.03 PREPARATION

- A. Prepare subgrade as specified in Section 31 23 13, Subgrade Preparation.
- B. Existing Roadway:
 1. Modify profile by grinding, milling, or overlay methods as approved, to provide meet lines and surfaces and to produce smooth riding connection to existing facility.
 2. Remove existing material to a minimum depth of 1 inch (25 millimeters).
 3. Paint edges of meet line with tack coat prior to placing new pavement.
- C. Thoroughly coat edges of contact surfaces (curbs, manhole frames) with emulsified asphalt or asphalt cement prior to laying new pavement. Prevent staining of adjacent surfaces.

3.04 APPLICATION EQUIPMENT

- A. In accordance with Section 2-F Hot Mix Asphaltic Concrete requirements of the City of Midland Standard Specifications.

3.05 PAVEMENT APPLICATION

- A. General: Place asphalt concrete mixture on approved, prepared base in conformance with the Standard Specifications.
- B. Prime Coat: Prepare and apply prime coat as specified in Bituminous Prime of City of Midland Standard Specifications.
- C. Tack Coat: Where required, apply tack coat as specified in Bituminous Tack of City of Midland Standard Specifications.

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D. Compaction:

1. 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.
2. The surface of the pavement, after compaction, shall be smooth and true to the established line, grade, and cross section.
3. Roll until roller marks are eliminated. In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets and Bridges except as modified herein.

E. Tolerances:

1. General: Conduct measurements for conformity with crown and grade immediately after initial compression. Correct variations immediately by removal or addition of materials and by continuous rolling.
2. Completed Surface or Wearing Layer Smoothness:
 - a. Uniform texture, smooth, and uniform to crown and grade.
 - b. Maximum Deviation: 1/8-inch (3 millimeter) from lower edge of a 10-foot (3.6-meter) straightedge, measured continuously parallel and at right angle to centerline.
 - c. If surface of completed pavement deviates by more than twice specified tolerances, remove and replace wearing surface.
3. Transverse Slope Maximum Deviation: (1/4-inch (6 millimeters) in 12 feet (3.6 meters) from rate of slope shown.
4. Finished Grade:
 - a. Perform field differential level survey on maximum 50-foot grid and along grade breaks.
 - b. Maximum Deviation: 0.02 foot (6 millimeters) from grade shown.

F. Seal Coat:

1. General: Apply seal coat of paving grade or emulsified asphalt to finished surface at longitudinal and transverse joints, joints at abutting pavements, areas where asphalt concrete was placed by hand, patched surfaces, and other areas as directed by Engineer.
2. Preparation:
 - a. Surfaces that are to be sealed shall be maintained free of holes, dry, and clean of dust and loose material.
 - b. Seal in dry weather and when temperature is above 35 degrees F (2 degrees C).

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3. Application:
 - a. Fill cracks over 1/16-inch (1.5 millimeters) in width with asphalt-sand slurry or approved crack sealer prior to sealing.
 - b. When sealing patched surfaces and joints with existing pavements, extend minimum 6 inches (150 millimeters) beyond edges of patches.

3.06 PAVEMENT OVERLAY

A. Preparation:

1. Remove fatty asphalt, grease drippings, dust, and other deleterious matter.
2. Surface Depressions: Fill with asphalt concrete mix, and thoroughly compact.
3. Damaged Areas: Remove broken or deteriorated asphalt concrete and patch as specified in Article Patching.
4. Portland Cement Concrete Joints: Remove joint filler to minimum 1/2-inch (12 millimeters) below surface.

B. Application:

1. Tack Coat: As specified in this section.
2. Place and compact asphalt concrete as specified in Article Pavement Application.
3. Place first layer to include widening of pavement and leveling of irregularities in surface of existing pavement.
4. When leveling irregular surfaces and raising low areas, the actual compacted thickness of any one lift shall not exceed 2 inches (50 millimeters).
5. Actual compacted thickness of intermittent areas of 120 square yards (100 square meters) or less may exceed 2 inches (50 millimeters), but not 4 inches (100 millimeters).
6. Final wearing layer shall be of uniform thickness, and meet grade and cross-section as shown.

C. Application:

1. Patch Thickness: 3 inches (75 millimeters) or thickness of adjacent asphalt concrete, whichever is greater.
2. Place asphalt concrete mix across full width of patch in layers of equal thickness.
3. Spread and grade asphalt concrete with hand tools or mechanical spreader, depending on size of area to be patched.

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D. Compaction:

1. Roll patches with power rollers capable of providing compression of 200 pounds per linear inch to 300 pounds per linear inch (350 Newtons per linear centimeter to 525 Newtons per linear centimeter). Use hand tampers where rolling is impractical.
2. Begin rolling top course at edges of patches, lapping adjacent asphalt surface at least one-half the roller width. Progress toward center of patch overlapping each preceding track by at least one-half width of roller.
3. Make sufficient passes over entire area to remove roller marks and to produce desired finished surface.

E. Tolerances:

1. Finished surface shall be flush with and match grade, slope, and crown of adjacent surface.
2. Tolerance: Surface smoothness shall not deviate more than plus 1/4 inch (6 millimeters) or minus 0 inch when straightedge is laid across patched area between edges of new pavement and surface of old surfacing.

3.07 FIELD QUALITY CONTROL

A. General: Provide services of approved certified independent testing laboratory to conduct tests.

B. Field Density Tests:

1. Perform tests from cores or sawed samples in accordance with AASHTO T166.
2. Measure with properly operating and calibrated nuclear density gauge in accordance with ASTM D2950.
3. Maximum Density: In accordance with ASTM D2041, using sample of mix taken prior to compaction from same location as density test sample.

C. Testing Frequency:

1. Quality Control Tests:
 - a. Asphalt Content, Aggregate Gradation: Once per every 500 tons (400 mg) of mix or once every 4 hours, whichever is greater.
 - b. Mix Design Properties, Measured Maximum (Rice's) Specific Gravity: Once every 1,000 tons (900 mg) or once every 8 hours, whichever is greater.
2. Density Tests: Once every 500 tons (450 mg) of mix or once every 4 hours, whichever is greater.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Association of State Highway and Transportation Officials (AASHTO).
 - a. M6, Standard Specification for Fine Aggregate for Portland Cement Concrete.
 - b. M80, Standard Specification for Coarse Aggregate for Portland Cement Concrete.
 - c. M153, Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
 - d. M157, Standard Specification for Ready-Mixed Concrete.
 - e. M213, Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
 - f. M227/M227M, Standard Specification for Steel Bars, Carbon, Merchant Quality, Mechanical Properties.
 2. American Concrete Institute (ACI):
 - a. 305R, Hot Weather Concreting.
 - b. 306R, Cold Weather Concreting.
 - c. 308, Standard Practice for Curing Concrete.
 - d. 318/318R, Building Code Requirements for Structural Concrete and Commentary.
 - e. 325.9R, Guide for Construction of Concrete Pavements and Concrete Bases.
 3. ASTM International (ASTM):
 - a. A615/A615M, Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - b. C31/C31M, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - c. C33, Specification for Concrete Aggregates.
 - d. C39/C39M, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - e. C42/C42M, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

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- f. C78, Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
- g. C88, Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
- h. C94/C94M, Standard Specification for Ready-Mixed Concrete.
- i. C143/C143M, Standard Test Method for Slump of Hydraulic Cement Concrete.
- j. C150, Specification for Portland Cement.
- k. C172, Standard Practice for Sampling Freshly Mixed Concrete.
- l. C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- m. C260, Standard Specification for Air-Entraining Admixtures for Concrete.
- n. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- o. C494/C494M, Standard Specification for Chemical Admixtures for Concrete.
- p. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
- q. C803/C803M, Test Method for Penetration Resistance of Hardened Concrete.
- r. C1330, Specification for Cylindrical Seal Backing for Use With Cold Liquid Applied Sealants.
- s. C805, Test Method for Rebound Number of Hardened Concrete.
- t. D920, Standard Specification for Elastomeric Joint Seals.
- u. D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- v. D1751, Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- w. D1752, Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- x. D2628, Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete.
- y. D2828, Specification for Non-Bituminous Inserts for Contraction Joints in Portland Cement Concrete Airfield Pavements, Sawable Type.
- z. D3406, Specification for Joint Sealant, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements.
- aa. D3569, Specification for Joint Sealant, Hot-Applied, Elastomeric, Jet-Fuel-Resistant Type for Portland Cement Concrete Pavements.

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- bb. D3581, Specification for Joint Sealant, Hot-Applied, Jet-Fuel-Resistant-Type, for Portland Cement and Tar-Concrete Pavements.
- cc. D5249, Specification for Backer Material for Use With Cold- and Hot-Applied Joint Sealants in Portland Cement Concrete and Asphalt Joints.
- dd. D5893, Specification for Cold-Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.
- ee. E329, Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- 4. National Ready Mixed Concrete Association (NRMCA).

1.02 DEFINITIONS

- A. Standard Specification: City of Midland Standard Specifications and Standard Details.

1.03 SUBMITTALS

- A. Action Submittals:

- 1. Product Data: Admixtures.
- 2. Design Data:
 - a. Concrete mix design signed by concrete mix designer.
 - b. Minimum Information:
 - 1) Name of ready-mix plant.
 - 2) Project.
 - 3) Engineer.
 - 4) Contractor.
 - 5) Mix design number.
 - 6) Specified concrete strength.
 - 7) Water-cement-fly ash ratio.
 - 8) Maximum aggregate size.
 - 9) Cement content.
 - 10) Fly ash content.
 - 11) Water content.
 - 12) Type, name, and amount of admixtures.
 - 13) Unit weight.
 - 14) Slump.
 - 15) Ingredient proportions corrected for average moisture content for particular times of year.
- 3. Jointing Drawings: Identify location and spacing of each type of joint.

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4. Gradation for coarse and fine aggregates, and combined gradation. List percent passing each sieve size.
5. Detailed plan for cold weather placements, including curing and protection.
6. Detailed plans for hot weather placements, including curing and protection.

B. Informational Submittals:

1. Manufacturers' Certificate of Compliance:
 - a. Portland cement.
 - b. Admixtures.
 - c. Fly ash.
 - d. Aggregates.
2. Statements of Qualifications:
 - a. Mix designer.
 - b. Batch plant.
 - c. Testing laboratory.
3. Test Reports:
 - a. Admixtures: Chemical ingredients and percentage of chloride in each admixture and fly ash.
 - b. Fly Ash: Source test analysis and amount used in accordance with ASTM C94/C94M, Section 16.
 - c. Mix Design: For each trial, signed by qualified mix designer.
 - d. Laboratory Mixes: Cylinder test results.
4. Concrete Delivery Tickets:
 - a. For each batch of concrete before unloading at Site.
 - b. Minimum Delivery Ticket Information:
 - 1) Name of ready-mix plant.
 - 2) Serial number of ticket.
 - 3) Date and truck number.
 - 4) Name of Contractor.
 - 5) Job name and location.
 - 6) Mix design number.
 - 7) Amount of concrete (cubic yards).
 - 8) Type and amount of admixtures.
 - 9) Amount of water added at batch plant.
 - 10) Time of loading, arriving at Site, and unloading.
 - 11) Volume of water added by receiver of concrete and their initials.
 - c. Record of drum revolution counter, type, and brand.

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1.04 QUALITY ASSURANCE

A. Qualifications:

1. Mix Designer: Licensed professional engineer registered in the state of Project or a certified concrete mix designer approved by local Department of Transportation.
2. Testing or Inspection Agency: In conformance with ASTM E329.
3. Batch Plant: Currently certified by the National Ready Mixed Concrete Association.

B. Hot Weather Concreting: Conform to ACI 305R.

C. Cold Weather Concreting: Conform to ACI 306R.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Transporting of ready-mix concrete shall be in accordance with ASTM C94/C94M.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

A. Cement:

1. Furnish cement for Project from one source.
2. Portland cement shall be Type I.
3. In accordance with ASTM C150.
4. Pozzolan: ASTM C618, Class C flyash.

B. Aggregates:

1. General:

- a. Aggregate for portland cement concrete mixture shall be 2-inch maximum size stone meeting requirements of AASHTO M6 and AASHTO M80.
- b. Material: Natural aggregates, free from deleterious coatings.
- c. Aggregates shall not be potentially reactive as defined in ASTM C33.
- d. Aggregates not in compliance with soundness and durability requirements of ASTM C33 may be used with prior approval of Engineer; provided it can be shown by special testing or record of past performance that these aggregates produce concrete of adequate strength and durability. Aggregate soundness testing for fine and coarse aggregates shall be in accordance with ASTM C33 and ASTM C88.

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2. Fine Aggregates:
a. Must be graded coarse to fine within the following limits.

General Requirements	
Sieve Size Passing	Percentages by Weight
3/8"	100
No. 4	90-100
No. 8	55-85
No. 16	45-75
No. 30	25-55
No. 50	5-30
No. 100	0-8

- b. Sand: Equivalent of not less than 68.
c. Materials finer than 200 sieve shall not exceed 4 percent.
3. Coarse Aggregate:
a. Materials finer than 200 sieve shall not exceed 0.5 percent.
b. Size: 1-1/2-inch to No. 4.

Grading Requirements		
Sieve Size Passing	Separated Sizes 1-1/2 Inch to 3/4 Inch	Percentages (by Weight) 3/4 Inch to No. 4
2"	100	
1-1/2"	90-100	
1"	30-65	100
3/4"	0-15	90-100
3/8"		20-50
No. 4		0-10

- C. Physical Properties: Meet requirements of AASHTO M80 for Class B.
- D. Water: ASTM C94/C94M.
- E. Admixtures:
1. Add admixtures to mix at batch plant.

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2. Air Entraining: ASTM C260.
3. Water Reducing:
 - a. ASTM C494/C494M, Type A, normal, or Type D, retarding type, containing no chlorides and compatible with air-entraining admixtures.
 - b. Do not use calcium chloride, salt, or antifreeze agents.

2.02 ANCILLARY MATERIALS

- A. Tie Bars: Grade 40 deformed steel bars conforming to ASTM A615/A615M.
- B. Dowels: Conform to requirements of AASHTO M227/M227M, Grade 70.
- C. Joint Filler:
 1. Preformed expansion joint filler conforming to AASHTO M153 or AASHTO M213.
 2. Fillers furnished under AASHTO M213 shall be tested in accordance with ASTM D1751.
- D. Joint Sealant:
 1. Preformed elastomeric joint seal conforming to AASHTO M220.
 2. Hot-poured elastomeric joint seal conforming to AASHTO M282.
 3. Cold-applied single component joint sealant conforming to ASTM D5893.
 4. Elastomeric joint sealant conforming to ASTM C920.
- E. Backer Rod:
 1. Backer material conforming to ASTM D5249.
 2. Cylindrical sealant backing conforming to ASTM C1330.
- F. Curing Compound: ASTM C309, Type 1, or Type 2, Class A, or Class B, suitable for spray application.
- G. Curing Membranes:
 1. White polyethylene sheeting.
 2. Waterproof paper.
 3. Cotton or jute mats.
- H. Evaporation Retardant: Confilm as manufactured by Master Builders Company.

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2.03 EQUIPMENT

- A. Ready-Mix Concrete Batch Plants: Certified by NRMCA.
- B. Batch Plants:
 - 1. Bins shall have adequate separate compartments for fine aggregate, each separate size of coarse aggregate and cement. Bins and compartments shall be tight and ample to prevent spilling from one bin to another. Separate compartments, including weighting hoppers, shall discharge freely and efficiently.
 - 2. Scales for weighing aggregates and cement may be either beam type or springless dial type. They shall be accurate within 0.5 percent under operating conditions throughout the range of use and, tested and adjusted as often as Engineer may deem necessary to assure their continued accuracy.
 - 3. Equipment for dispensing water and admixtures shall provide a separate feed, accurate quantity measurement, and shall inject water and admixture at a time in mixing process to ensure thorough and complete mixing throughout batch of portland cement concrete.
 - 4. Automatically controlled batchers shall have automatically interlocked mechanisms providing the following:
 - a. Positive weighing and discharge of cement and of each separate size of aggregate.
 - b. Interlocking between weighing hoppers to prevent part of batch from being discharged until each separate hopper has been filled with correct proportion.
 - c. Simultaneous discharge of hoppers.
 - d. Lockable compartment containing time setting controls.
 - 5. Equip mixers with a timing device that will not permit batch to be discharged until specified mixing time has elapsed. The means of storing, measuring and introducing water into mixer shall provide positive control and accurate measurement.
- C. Ready-Mix Concrete Trucks:
 - 1. Agitator mixer type.
 - 2. Equipped with operable electrically actuated drum revolution counters.
 - 3. Use of nonagitator equipment will not be permitted.
 - 4. Each mixer shall carry a clearly visible manufacturer's plate showing capacity of mixer and other pertinent operating rates and limits.
 - 5. Provision shall be made at mixer for controlled addition of air-entraining admixtures or other special components of mix.

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6. Mixing Speed: 70 to 100 revolutions at a mixing speed recommended by truck mixer manufacturer.

D. Hauling Equipment:

1. Hauling equipment shall conform to AASHTO M157, Paragraph 11.6 and Paragraph 12.
2. Upon delivery of each batch of concrete to Site, a trip ticket shall be submitted to Engineer.

E. Paving Equipment:

1. Slipform Paver:
 - a. Place portland cement concrete with two separate machines, one a spreader and one a slipform paver. Machines, when operating in tandem shall spread, consolidate, screed, and float finish freshly placed portland cement concrete in one pass with a minimum of hand finishing. Each machine shall be fully self-propelled and equipped with electronic controls to control line and grade from both sides.
 - b. Spreader shall be able to deliver mix without segregation or displacing reinforcing steel.
 - c. Able to vibrate portland cement concrete for full width and depth and be equipped with vibrating tubes or arms to work in portland cement concrete. Sliding forms shall be held together rigidly to prevent them from spreading. Form shall be long enough so slumping of portland cement concrete will not exceed 1/4 inch.
 - d. Supports of paver and other equipment which ride on previously placed pavement shall be equipped to prevent marring, edge breaking, or chipping of previously placed pavement.
2. Bridge Deck Finisher/Paver: A bridge or similar finishing/paving machine utilizing previously constructed and cured curb and gutter as side forms and support for machine rails may be used with prior approval of Engineer.

F. Concrete Saws:

1. Provide power driven concrete saws for sawing joints or finishing concrete, adequate in number of units and power to complete sawing at required rate.
2. Saws and related equipment shall be of proven adequacy and design to perform efficiently and shall be subject to immediate replacement, if specified results are not obtained.
3. Standby saw shall be available at Site.

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- G. Smoothness Testing Equipment: Supply two 12-foot straightedges for determining smoothness.

2.04 CONCRETE MIX DESIGN

- A. Compressive strength of 4,000 psi minimum and flexural strength of 650 psi minimum, both at 28 days.
1. If the 650 psi flexural strength specification requires a compressive strength in excess of 4,000 psi, the higher compressive value shall be used as a standard minimum for compressive strength cylinder tests taken during construction.
 2. The relationship between compressive strength f_c and modulus of rupture f_r shall be:
$$f_r = k\sqrt{f_c}$$
 with k derived from the tests results.
- B. Concrete target strengths shall be in accordance with ACI 318/318R.
- C. Maximum water-cement ratio or water-cement plus pozzolan ratio, if applicable, shall not exceed 0.48.
- D. Replacement of cement with pozzolan shall not exceed 20 percent.
- E. Maximum Aggregate Size: 1-1/2 inch minus.
- F. Allowable Slump: 3 inches, plus or minus 1 inch.
- G. Allowable Air Entrainment: 5 percent, plus or minus 1 percent by volume.
- H. Concrete shall contain water reducer. Amount of admixture added to concrete shall be in accordance with manufacturer's written instructions.
- I. Use of set-retarding admixtures shall be subject to prior approval by Engineer.
- J. Do not use frozen materials or materials containing ice or snow.
- K. Concrete temperature as delivered to site ready for placement shall be above 50 degrees F and below 90 degrees F.

PART 3 EXECUTION

3.01 WEATHER LIMITATIONS

- A. Concrete shall not be placed:
1. Until the air temperature in the shade is 35 degrees F and rising and is forecast to remain above 35 degrees F.

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2. On frozen ground.
 3. During periods of rain or snow.
- B. Concrete placement shall not continue when air temperature drops below 40 degrees F.
- C. Protect concrete pavement from inclement weather for 7 days after it has been placed, when rain is imminent, and when air temperature drops or is forecast to drop below 35 degrees F.

3.02 PREPARATION

- A. Prepare base as specified in Section 32 11 23, Aggregate Base Courses.
- B. Dampen base thoroughly prior to concrete placement; standing water will not be permitted.
- C. Formwork shall be complete prior to placement of concrete. Area in which concrete is to be placed, shall be smooth and free of ruts, projections, debris, spilled concrete, mud, sloughed soil, standing water, organic and other objectionable materials.
- D. Construction Joints: Inspect prior to placement of concrete.
- E. Prior to placing paving equipment in position, full width and length of the area on which the tracks of the paving equipment is to operate shall be brought to density and surface tolerances required.
- F. Protect existing exposed surfaces such as grates, catch basins, air valves, manholes, and cleanout lids from splattered and spilled concrete during concrete placement by use of durable waterproof paper.
- G. Furnish operable backup vibrator on Site prior to concrete placement.

3.03 SLIP FORM PAVING

- A. Deliver from hauling vehicles to paving machine hopper.
- B. Contractor's equipment hauling portland cement concrete or reinforcement will not be permitted on subgrade, but will be allowed on base, with turns or other maneuvering kept to a minimum. Damage to subgrade or base shall be corrected to satisfaction of Engineer.

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- C. Place in final position uniformly in one layer, so a minimum of finishing will be necessary to provide a dense, homogenous pavement conforming to true grade and cross section.
 - 1. Spreader shall receive portland cement concrete mixture in its hopper and uniformly spread and strike it off at proper thickness for full width of area being paved.
 - 2. Paver shall vibrate, consolidate, and finish slab to proper grade and cross section.
- D. Paver:
 - 1. Operated with as continuous forward movement as possible.
 - 2. Coordinate mixing, delivering, and spreading portland cement concrete to provide uniform progress.
 - 3. Stopping and starting paver shall be held to a minimum. If, for any reason, it is necessary to stop forward motion of paver, vibratory and tamping elements shall also be stopped immediately.
 - 4. No external force shall be applied to paver, except with approval of Engineer.
- E. While placing portland cement concrete, provision shall be made for constructing joints, placing dowels, tie bars, and other devices as called for by Drawings and as provided in Article Joints.
- F. Portland cement concrete shall be rejected if it:
 - 1. Is not in place within 1 hour after being mixed.
 - 2. Has begun to take an initial set prior to placement.
 - 3. Has been retempered with water.
- G. If necessary, supplemental hand spreading and distributing shall be with shovels. Rakes will not be permitted.
- H. Portland cement concrete shall not be fouled with foreign matter.
- I. Use vibrators to consolidate portland cement concrete pavement at least 6 feet each side of construction joints and expansion joints.

3.04 JOINTS

- A. General:
 - 1. Referred to as contraction or construction, either of which may be transverse or longitudinal, as called for by Drawings or as approved by Engineer.

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2. Joints, backer material, joint filler and joint sealants shall extend to pavement edges or to each other, as the case may be, and shall be constructed perpendicular to surface of pavement.
3. Joints shall not vary from specified or indicated line by more than 1/4 inch.
4. Contractor shall submit jointing plan and details to Engineer for approval. Take into consideration placement of joints in curb and gutter, at catch basins, and position of manholes and other large structures, as well as other limitations herein mentioned.
5. Place manhole or similar large structure in line of joint, or if impractical, isolate structure from pavement with premolded joint filler, 1/2-inch wide, conforming to AASHTO M213 and ASTM D1751.

B. Contraction Joints:

1. Sawed Type with Poured Filler:
 - a. Sawing shall be to a depth as shown on Drawings with a maximum width of 1/4 inch and a minimum width of 1/8 inch, in straight lines as shown or as approved by Engineer.
 - b. Perform saw cuts as soon as portland cement concrete has set enough to permit sawing without tearing or raveling, before uncontrolled cracking results, and within 24 hours of placing portland cement concrete.
 - c. Saws may be single or tandem, as Contractor may elect, and shall be controlled by guides to true line.
 - d. Clean joints thoroughly of foreign matter before pouring approved rubber asphalt filler.
 - e. Tops of joint filler shall be true to pavement cross section within 1/8 inch and shall be protected from damage by portland cement concrete operations.
 - f. Areas containing uncontrolled cracks shall be removed and replaced.
 - g. Restore curing agents broken or damaged by sawing operations.
2. Space longitudinal joints as shown on Drawings at the interface between lanes, normally at intervals between 12 feet to 16 feet.
3. Transverse joints shall be as shown on Drawings or as approved by Engineer, with intervals of 12 feet to 16 feet.

C. Construction Joints:

1. Construct when there is an interruption of longer 45 minutes in portland cement concrete placing operations or where specified.
2. Place parallel with intended contraction joint.

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3. Tool both free edges of joints with 1/8 inch radius rounder to remove laitance and mortar resulting from finishing operations and to provide clean rounded edge. Tooling shall not form ridges on surface of concrete.
4. New portland cement concrete placed contiguous to joint shall conform to proportions and consistency of previously placed concrete.
5. Transverse Construction Joint:
 - a. Doweled type using No. 8 by 36-inch long dowels at 12-inch centers coated with plastic, grease, heavy oil or other approved material that will neither bond with nor be harmful to operation at a depth of 1/2 the pavement thickness parallel to centerline.]
 - b. If sufficient portland cement concrete has not been mixed at the time of interruption to place a construction joint at least 3 feet from a planned contraction joint, remove excess portland cement concrete back to a position to satisfactorily meet these criteria and to satisfaction of Engineer.
 - c. Fill joint which has opened to a width of 1/8 inch or greater during construction or maintenance periods with poured filler.
 - d. Do not construct within 3 feet of a transverse contraction joint.
6. Longitudinal Construction Joint:
 - a. Tied type using No. 5 by 36-inch deformed tie bars at 12-inch centers.
 - b. Tie Bars:
 - 1) Not required at construction joint between portland cement concrete pavement and gutter, except where shown on Drawings and mentioned above.
 - 2) Placement:
 - a) Plastic Portland Cement Concrete: Insert before vibrating and finishing portland cement concrete; or
 - b) Hardened Concrete:
 - (1) Drill hole, insert, and grout tie bars into place.
 - (2) Drill holes large and deep enough to allow tie bars to be inserted with grout.
 - (3) Perform any time after portland cement concrete has attained enough strength to resist any damage caused by drilling.
 - (4) Tie bars shall be grouted a maximum of 3 hours prior to placement of adjacent portland cement concrete.
 - 3) Replace loose tie bars by drilling and grouting as described.

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D. Scored Joints:

1. Configuration: 1/4-inch wide by 1/4-inch deep at locations indicated on Drawings formed by tooling of concrete while it is still fresh.
2. Do not fill or seal.
3. Layout of joints shall be straight and true and shall not vary from indicated line by more than 1/4 inch.

3.05 SURFACE FINISHING

- A. Use temporary screeds. Wet screeding and jitterbugging shall not be permitted.
- B. Pavement shall have surface tolerance of 1/4 inch in 10 feet in accordance with ACI 325.9R.
- C. Salting, spreading of cement or cement and sand mixture to speed up hardening shall not be permitted.
- D. Exposed pavement edges shall be edged to a 1/2-inch radius after finishing. Edging shall not form ridges on pavement surface.
- E. Pavement shall be treated and protected by use of evaporation retardant applied in accordance with manufacturer's written instructions. Flat surfaces shall be treated immediately after screeding and floating or if time period greater than 15 minutes occurs between finishing operations.
- F. Pavement shall be screeded, floated, and given heavy nylon bristle-broomed skid-resistant surface.
 1. Broomed surface with hand broom or mechanical broom device to produce 1/16-inch to 1/8-inch deep striations oriented perpendicular to the direction of travel.

3.06 CURING OF PORTLAND CEMENT CONCRETE

- A. Immediately after the final floating, surface finishing, and edging has been completed, and while portland cement concrete surface is still moist, cover and cure entire exposed surface for at least 72 hours in accordance with one of the following provisions:
 1. Liquid Membrane-Forming Compounds: Apply compound uniformly to portland cement concrete by pressure spray methods at a rate which will form an impervious membrane, but at least at a rate of 1 gallon per 150 square feet.

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2. Other Membranes:
 - a. Apply to damp portland cement concrete as soon as it can be placed without marring surface.
 - b. Place in contact with surface, extend beyond sides or edges of slabs or forms, and fasten down to hold it in position as a waterproof and moisture-proof covering.
 - c. Laps shall be sufficient to maintain tightness equivalent to sheeting.
 - d. Transverse laps for waterproof paper shall be at least 18 inches, and longitudinal seams shall be cemented.
 - e. Cotton or jute mats shall be saturated with water prior to placing and kept fully wetted during curing period.
- B. Concrete shall be cured by use of curing compound, for minimum of 7 days after concrete placement, in accordance with ACI 308. Curing compounds shall be applied in accordance with manufacturer's written instructions.
- C. Exposed surfaces shall be sprayed with curing compound immediately after free surface water has disappeared from finished surface.
- D. Concrete temperature shall be maintained in accordance with ACI 306R.
- E. Curing compounds shall not come in contact with hardened concrete that is to be concreted against.

3.07 FIELD QUALITY CONTROL

- A. Retain independent testing or inspection agency to perform inspection, sampling, and testing.
- B. Concrete Sampling: In accordance with ASTM C172. Take sample not less than every 5,000 square feet or fraction thereof of concrete placed each day.
- C. Perform following tests on each sampling:
 1. Slump: ASTM C143/C143M.
 2. Air Content: ASTM C231.
 3. Compressive Strength: ASTM C39/C39M.
 4. Flexural Strength: ASTM C78.
- D. Strength Tests:
 1. Make and cure cylinders and beams in accordance with ASTM C31/C31M.

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2. Cylinders: Make four, standard 6-inch diameter by 12 inches high. Cure one in field and three in laboratory.
 3. Beams: Make three, standard 6 inches by 6 inches by 21 inches. Cure in field.
 4. Compressive: Test one field-cured cylinder at 7 days and two laboratory-cured cylinders at 28 days. Test last cylinder at 56 days if 28-day cylinder is below specified strength.
 5. Flexural: Test one beam at 7 days and two beams at 28 days.
- E. Acceptance of concrete shall be in accordance with ACI 318/318R.
- F. Concrete with compressive strength less than specified, as evidenced by cylinder tested at 56 days, shall be additionally tested as follows:
1. Less Than 500 psi Low in Compression or Less Than 75 psi Low in Flexure:
 - a. Penetration Resistance Test: ASTM C803.
 - b. Rebound Hammer Test: ASTM C805.
 - c. Perform tests within 24 hours of noncomplying strength tests.
 2. More Than 500 psi Low in Compression or More Than 75 psi Low in Flexure:
 - a. Concrete Coring: Take three standard cores from concrete representing original specimens.
 - b. Take and prepare cores in accordance with ASTM C42/C42M.
 - c. Test cores in accordance with ASTM C39/C39M.
 - d. Take cores within 24 hours of noncomplying strength test.
- G. Pay Factor:
1. Portland cement concrete shall be accepted according to average compressive strengths of four or more cylinders taken for 28-day tests for each 500 cubic yards placed and the following acceptance schedule.

Acceptance Schedule Compressive Strength	
Pay Factor	Percent of Specified Strength
1.00	95 percent or higher
0.90	90 to 95 percent
0.70	80 to 90 percent
Remove and replace	Less than 80

2. Whenever percentage of specified compressive strength falls below the level of 80 percent, Engineer may require the portland cement concrete be removed and replaced to meet required Specifications.

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3. If the compressive strength, f_c , to comply with the flexural strength requirement is greater than 4,000 psi, then the specified strength shall be multiplied by:

$$\frac{F_c}{4000}$$

3.08 CLEANING

- A. Clean concrete splatter from exposed surfaces.
- B. Thoroughly broom and wash concrete surfaces before opening to traffic.

3.09 PROTECTION OF CONCRETE

- A. Do not operate construction equipment or allow traffic on newly placed portland cement concrete until the following requirements are met:
1. Joints have been filled as per Article Joints.
 2. Concrete has attained a compressive strength of at least 4,000 pounds per square inch.
- B. Protect new concrete from construction operations, mechanical disturbances, water flow, and soiling until open for traffic.
- C. Erect and maintain suitable barriers to protect concrete from traffic or other detrimental trespass until pavement is opened to traffic.
- D. Maintain watchmen after normal working hours for at least a 24-hour period to ensure barriers are not removed or destroyed, and that trespass and vandalism upon pavement does not occur.
- E. Wherever it is necessary that traffic, including Contractor's vehicles and equipment, be carried from one side of pavement to the other, construct suitable bridges over pavement, and maintain them in good condition as long as they may be required. Leaving gaps in pavement to facilitate movement of traffic will not be allowed, unless prior written permission is obtained from Engineer.
- F. Protect new concrete from dirt, asphalt, and other deleterious substances that may be tracked onto new pavement from construction activities.
- G. Pavement damaged by traffic or damaged from any other cause, prior to its official acceptance, shall be repaired or replaced to the satisfaction of Engineer.

END OF SECTION

SECTION 32 16 00
CURBS AND GUTTERS

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO): T 99, Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 kg (5.5 pound) Rammer and a 305 mm (12 in.) Drop.
2. American Concrete Institute (ACI): 304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
3. ASTM International (ASTM):
 - a. C94, Standard Specification for Ready-Mixed Concrete.
 - b. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - c. D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
4. Standard Specification: State of Texas Department of Transportation Standard Specifications.

1.02 SUBMITTALS

A. Action Submittals:

1. Form Material: Information on metal forms, if used, including type, condition, surface finish, and intended function.
2. Complete data on concrete mix, including aggregate gradations and admixtures in accordance with requirements of ASTM C94.

B. Informational Submittals:

1. Curing Compound: Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements, and application instructions.
2. Ready-mix delivery ticket for each truck in accordance with ASTM C94.

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1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Conform to the State of Texas Standard Specifications for Highway Construction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Conform to the requirements of the referenced Standard Specification.

2.02 EXPANSION JOINT FILLER

- A. Preformed asphalt-impregnated, expansion joint material meeting ASTM D994, 1/2-inch thick.

2.03 CONCRETE

- A. Ready-mixed meeting ASTM C94, Option A, with compressive strength of 3,000 psi at 28 days.
- B. Maximum Aggregate Size: 1-1/2 inch.
- C. Slump: 2 inches to 4 inches.

2.04 CURING COMPOUND

- A. Liquid membrane forming, clear or translucent, suitable for spray application and meeting ASTM C309, Type 1.

PART 3 EXECUTION

3.01 FORMWORK

- A. Lumber Materials:
 - 1. 2-inch dressed dimension lumber, or metal of equal strength, straight, free from defects that would impair appearance or structural quality of completed curb and sidewalk.
 - 2. 1-inch dressed lumber or plywood may be used where short-radius forms are required.
- B. Metals: Steel in new undamaged condition.

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C. Setting Forms:

1. Construct forms to shape, lines, grades, and dimensions.
2. Stake securely in place.

D. Bracing:

1. Brace forms to prevent change of shape or movement resulting from placement.
2. Construct short-radius curved forms to exact radius.

E. Tolerances:

1. Do not vary tops of forms from gradeline more than 1/8 inch when checked with 10-foot straightedge.
2. Do not vary alignment of straight sections more than 1/8 inch in 10 feet.

3.02 PLACING CONCRETE

- A. Prior to placing concrete, remove water from excavation and debris and foreign material from forms.
- B. Place concrete as soon as possible, and within 1-1/2 hours after adding cement to mix without segregation or loss of ingredients, and without splashing.
- C. Place, process, finish, and cure concrete in accordance with applicable requirements of ACI 304, and this section. Wherever requirements differ, the more stringent shall govern.
- D. To compact, vibrate until concrete becomes uniformly plastic.

3.03 CURB CONSTRUCTION

- A. Construct ramps at pedestrian crossings.
- B. Expansion Joints: Place at maximum 45-foot intervals and at the beginning and end of curved portions of curb, and at connections to existing curbs. Install expansion joint filler at each joint.
- C. Curb Facing: Do not allow horizontal joints within 7 inches from top of curb.
- D. Contraction Joints:
 1. Maximum 15-foot intervals in curb.
 2. Provide open joint type by inserting thin, oiled steel sheet vertically in fresh concrete to force coarse aggregate away from joint.

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3. Insert steel sheet to full depth of curb.
4. Remove steel sheet with sawing motion after initial set has occurred in concrete and prior to removing front curb form.
5. Finish top of curb with steel trowel and finish edges with steel edging tool.

E. Front Face:

1. Remove front form and finish exposed surfaces when concrete has set sufficiently to support its own weight.
2. Finish formed face by rubbing with burlap sack or similar device to produce uniformly textured surface, free of form marks, honeycomb, and other defects.
3. Remove and replace defective concrete.
4. Apply curing compound to exposed surfaces of curb upon completion of finishing.
5. Continue curing for minimum of 5 days.

F. Backfill curb with earth upon completion of curing period, but not before 7 days has elapsed since placing concrete.

1. Backfill shall be free from rocks 2 inches and larger and other foreign material.
2. Compact backfill firmly.

3.04 SIDEWALK CONSTRUCTION

A. Thickness:

1. 4 inches in walk areas.
2. 6 inches in driveway areas.

B. Connection to Existing Sidewalk:

1. Remove old concrete back to an existing contraction joint.
2. Clean the surface.
3. Apply a neat cement paste immediately prior to placing new sidewalk.

C. Expansion Joints: Place in adjacent curb, where sidewalk ends at curb, and around posts, poles, or other objects penetrating sidewalk. Install expansion joint filler at each joint.

D. Contraction Joints:

1. Provide transversely to walks at locations opposite contraction joints in curb.

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2. Dimensions: 3/16-inch by 1-inch weakened plane joints.
3. Construct straight and at right angles to surface of walk.

E. Finish:

1. Broom surface with fine-hair broom at right angles to length of walk and tool at edges, joints, and markings.
2. Mark walks transversely at 5-foot intervals with jointing tool; finish edges with rounded steel edging tool.
3. Apply curing compound to exposed surfaces upon completion of finishing.
4. Protect sidewalk from damage and allow to cure for at least 7 days.

END OF SECTION

SECTION 32 91 13
SOIL PREPARATION

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. ASTM International (ASTM):
 - a. C33/C33M, Standard Specification for Concrete Aggregates.
 - b. C602, Standard Specification for Agricultural Liming Materials.
 - c. D2974, Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.
 - d. D5268, Standard Specification for Topsoil Used for Landscaping Purposes.

1.02 SUBMITTALS

- A. Informational Submittals:
1. Certified Topsoil Analysis Reports:
 - a. Indicate quantities of materials necessary to bring onsite topsoil into compliance with textural/gradation requirements.
 - b. Indicate quantity of lime, quantity and analysis of fertilizer, and quantity and type of soil additive.

1.03 SEQUENCING AND SCHEDULING

- A. Rough grade areas to be planted or seeded prior to performing Work specified under this section.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. General: Natural, friable, sandy loam, obtained from well-drained areas, free from objects larger than 1-1/2 inches maximum dimension, and free of subsoil, roots, grass, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.
- B. Composition: In general accordance with ASTM D5268:
1. Gravel-Sized Fraction: Maximum 5 percent by weight retained on a No. 10 sieve.

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2. Sand-Sized Fraction: Minimum 20 to 60 percent passing No. 10 sieve.
 3. Silt and Clay-Sized Fraction: Minimum 35 to 70 percent.
- C. Organic Matter: Minimum 1.5 percent by dry weight as determined in accordance with ASTM D2974.
- D. pH: Range 5.0 to 7.0.
- E. Textural Amendments: Amend as necessary to conform to required composition by incorporating sand, peat, manure, or sawdust.
- F. Source: Stockpile material onsite, in accordance with Section 31 10 00, Site Clearing. Import topsoil if onsite material is insufficient in quantity.

2.02 LIME

- A. Composition: Ground limestone with not less than 85 percent total carbonates, ASTM C602.
- B. Gradation:
1. Minimum 50 percent passing No. 100 sieve.
 2. Minimum 90 percent passing No. 20 sieve.
 3. Coarser material acceptable provided rates of application are increased proportionately on basis of quantities passing No. 100 sieve.

2.03 SOIL ADDITIVES

- A. Sawdust or Ground Bark:
1. Nontoxic, of uniform texture, and subject to slow decomposition when mixed with soil.
 2. Nitrogen-treated, or if untreated mix with minimum 0.15 pound of ammonium nitrate or 0.25 pound of ammonium sulfate per cubic foot of loose material.
- B. Peat:
1. Composition: Natural residue formed by decomposition of reeds, sedges, or mosses in a freshwater environment, free from lumps, roots, and stones.
 - a. Organic Matter: Not less than 90 percent on a dry weight basis as determined by ASTM D2974.
 - b. Moisture Content: Maximum 65 percent by weight at time of delivery.

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C. Fertilizer:

1. Natural:
 - a. Manure:
 - 1) Well-rotted, stable or cattle manure, free from weed seed and refuse.
 - 2) Maximum 50 percent sawdust or shavings by volume.
 - 3) Age: Minimum 4 months; maximum 2 years.
2. Commercial:
 - a. Commercial, uniform in composition, free-flowing, suitable for application with equipment designed for that purpose.
 - b. Contain the following minimum percentage of plant food by weight:
 - 1) Summer Mix:
 - a) Nitrogen: 20 percent.
 - b) Phosphoric Acid: 10 percent.
 - c) Potash: 10 percent.
 - 2) Winter Mix:
 - a) Nitrogen: 16 percent.
 - b) Phosphoric Acid: 8 percent.
 - c) Potash: 0 percent.

D. Sand: Fine Aggregate: Clean, coarse, well-graded, ASTM C33/C33M.

2.04 SOURCE QUALITY CONTROL

- A. Topsoil Analysis/Testing: Performed by county or state soil testing service or approved certified independent testing laboratory.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Scarify subgrade to minimum depth of 6 inches where topsoil is to be placed.
- B. Remove stones over 2-1/2 inches in any dimension, sticks, roots, rubbish, and other extraneous material.
- C. Limit preparation to areas which will receive topsoil within 2 days after preparation.

3.02 TOPSOIL PLACEMENT

- A. Do not place topsoil when subsoil or topsoil is frozen, excessively wet, or otherwise detrimental to the Work.

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- B. Uniformly distribute to within 1/2 inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade.
- C. Remove stones exceeding 1-1/2-inch diameter, roots, sticks, debris, and foreign matter during and after topsoil placement.
- D. Remove surplus subsoil and topsoil from Site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

END OF SECTION

SECTION 33 01 30.51
GRAVITY SEWER PIPELINE CLEANING

PART 1 GENERAL

1.01 DEFINITIONS

- A. Cleaning Contractor's Representative: Cleaning Contractor's representative who will be available whenever Work is underway. Authorized to act on behalf of Cleaning Contractor.
- B. Crew Chief: Cleaning Contractor's field representative who will be onsite whenever Work is underway. Responsible for performance of Work in accordance with the Contract Documents.
- C. Remediation Cleaning Subcontractor (Cleaning Contractor): Local firm specializing in cleaning and disinfecting residences and businesses.

1.02 SUBMITTALS

- A. Action Submittals:
 - 1. Cleaning Equipment: Catalog and manufacturer's data sheets.
 - 2. Cleaning Methods: Narrative description.
 - 3. Product Data: Root Herbicide.
- B. Informational Submittals:
 - 1. Flooding and Backup Spill Prevention, Emergency Response, and Remediation Plan:
 - a. Identify measures that will be taken to prevent flooding as a result of high-pressure water use and backups.
 - b. Identify equipment and materials available to respond to a backup spill, including quantities and storage location.
 - c. Remediation cleaning service subcontractor qualifications and contact information:
 - 1) Name.
 - 2) Address.
 - 3) Phone.
 - 4) Emergency contact information.
 - 2. Disposal Plan:
 - a. Location of disposal site.
 - b. Method of debris transport.
 - c. Proposed documentation of disposal quantities.

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3. Root Herbicide: Material Safety Data Sheet and application method.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Obtain information concerning depths of flow, manhole depths, air quality in the sewers, accessibility of manholes, traffic conditions, and other safety considerations during the time that cleaning will occur as required to complete the Work.
- B. Clean gravity sewer pipe segments as indicated on Drawings.
- C. Gravity sewer pipe cleaning includes preliminary tasks, cleaning, removal of debris, remediation, disposal, and documentation of activities as described herein.

3.02 NOTIFICATIONS

- A. Notify Owner immediately if:
 1. Flooding, sewage backup\spill, overflow, or damage to sewer pipe occurs.
 2. Major hindrance is encountered that prevents cleaning of entire pipe line segment.
 3. Successful cleaning cannot be performed without risk of damage to pipe.

3.03 CLEANING EQUIPMENT

- A. General:
 1. Capable of removing dirt, grease, rocks, sand, roots, and obstructions from sewer pipes and manholes.
 2. Submit proposed equipment and cleaning method for approval prior to beginning the Work.
- B. High-Velocity, Hydro Cleaning Equipment:
 1. Equipped with its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.
 2. Nozzles:
 - a. Selection of two or more high velocity nozzles.

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- b. Capable of producing a scouring action from 10 degrees to 45 degrees in line sizes designated to be cleaned.
 3. High-velocity gun for washing and scouring manhole walls and floor; capable of producing flow from fine spray to solid stream.
 4. Operating Pressure:
 - a. Sewers 6-inch to 15-inch Diameter: 1,500 psi minimum.
 - b. Sewers 18-inch Diameter and Greater: 2,300 psi minimum.
 5. Equipped with debris catcher or other device to collect debris at extraction point and prevent debris from passing downstream.
- C. Mechanically Powered Cleaning Equipment:
 1. Use only when authorized by Engineer and only when other cleaning methods are shown to be ineffective.
 2. Use belt-operated bucket machines in pairs with sufficient power to perform the Work within schedule constraints.
 3. An overload device in lieu of belt operation may be acceptable, but direct-drive machine that could cause damage to pipe will not be allowed.
 4. Power Rodding Machine:
 - a. Either sectional or continuous rod type.
 - b. Capable of holding 750 feet of rod minimum.
 - c. Fully enclosed with automatic safety clutch or relief valve.
 - d. Rod: Heat-treated steel.

3.04 PREPARATION

- A. When hydraulically propelled cleaning tools that depend upon water pressure to provide cleaning force or tools that retard flow are used, take precautions to ensure water pressure created does not damage or cause flooding of public or private property.

3.05 PIPELINE CLEANING

- A. Remove foreign materials from line and restore sewer to a minimum of 95 percent of original carrying capacity as determined by available cross-sectional area.
- B. Clean using hydraulically propelled, high-velocity hydro, or mechanically powered equipment. Provide supplemental equipment as required for actual pipe condition to remove all dirt, sand, rocks, gravel, grease, sludge, roots, and other debris from the pipe.

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- C. Begin cleaning at upstream end of system and proceed in downstream direction. Do not perform step cleaning without prior written authorization from Owner.
- D. Do not clean a pipeline segment upstream of a section of pipe already cleaned without re-cleaning the downstream section.
- E. If cleaning equipment is performing in accordance with submitted literature and an entire pipe section cannot be cleaned from upstream manhole, contact Owner for removal of obstruction. If further investigation reveals that the cleaning equipment had failed and no blockage exists, Owner's costs to respond, investigate, and attempt repair shall be reimbursed by Contractor.
- F. Remove debris at downstream manhole of pipe segment being cleaned.

3.06 ROOT REMOVAL

- A. Remove roots as part of sewer cleaning process.
- B. Conduct cleaning operations to completely remove roots from joints.
- C. Provide equipment required to completely remove roots from sewer lines, including, but not limited to, rodding machines, bucket machines and winches using root cutters and porcupines, and high-velocity jet cleaners or other mechanical or hydraulic equipment.
- D. Engineer approval is required prior to chemical treatment for root control or removal. If allowed, provide treatment in accordance with the manufacturer's recommendations.

3.07 MANHOLE AND VAULT CLEANING

- A. Clean walls using high-pressure water jet capable of pressures up to 1,500 psi.
- B. Vacuum debris from manhole or vault and dispose material in the same manner as debris from cleaning adjacent sanitary sewer lines.

3.08 MATERIAL REMOVAL AND DISPOSAL

- A. Remove sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from cleaning operation from pipeline at adjoining downstream manhole. Do not pass material to downstream pipe.
- B. Remove and transport debris resulting from cleaning operations to designated disposal site at end of each work day.

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- C. Adhere to Federal, State, and local regulations and permit requirements regarding collection, handling, transport, storage, and disposal of debris.

3.09 VERIFICATION OF CLEANING

- A. Submit log of cleaned pipe segments using sanitary sewer cleaning form attached as a supplement at the end of this section to Engineer on a weekly basis.

3.10 SUPPLEMENTS

- A. The supplements listed below, following “End of Section,” are a part of this specification.
 - 1. Sanitary Sewer Cleaning Form.

END OF SECTION

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Sanitary Sewer Cleaning Form

ID _____ Sec No. _____ Seg No. _____ map No. _____ Crew _____
UPMH ID: _____ DSMH ID: _____ Sub-basin: _____
US Main/Lat: _____ US Manhole: _____
DS Main/Lat: _____ DS Manhole: _____
Address @ dsmh: _____

Pipe Usage: _____ 1 = Collector 2 = Interceptor/Trunk Sewer

Location: _____		Could Not Clean Because: _____		Type of Debris: _____	
1 = Street	7 = Front/Side Yard	1 = Access (explain)	6 = Locked Gate	1 = Grease	4 = Broken Pipe
2 = Intersection	8 = Backyard	2 = C.N.L.	7 = Unsafe	2 = Rock/Gravel	5 = Sand
3 = Alley	9 = Ditch/Creek	3 = D.N.E.	8 = Sealed Lid	3 = Roots	
4 = Curb/Gutter	10 = Easement	4 = Buried	9 = Traffic		
5 = Parking Lot	11 = Railroad Right of Way	5 = Haz/Atmos	10 = Dog		
6 = Sidewalk	12 = Other				
Comment: _____		Comment: _____		Comment: _____	

Manhole Depth (ft): _____ Depth of Debris Before Cleaning (in): _____

Building Back Up Information

Address: _____
Address: _____
Address: _____

Measured Length (manhole to manhole): _____ Footage Cleaned: _____ Pipe Dia. (in): _____
Blockage Encountered at _____ (ft) from Downstream Manhole

Cleaning Date: _____
Hydraulic Cleaning (slow passes) at _____ psi
Results of First Pass: _____
Results of Second Pass: _____
Results of Third Pass: _____

Mechanical Cleaning Date: _____
Number of Additional Slow Passes: _____
☐ Root Cut Method used: _____ ☐ Rod ☐ Bucket
☐ Degrease Method used: _____ ☐ Swab ☐ Scraper

Volume of Debris Removed: _____ Cu Yds
Additional Comments: _____

SECTION 33 05 01
CONVEYANCE PIPING—GENERAL

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Concrete Institute (ACI): 301, Specifications for Structural Concrete.
 2. American Water Works Association (AWWA):
 - a. C110/A21.10, Ductile-Iron and Gray-Iron Fittings.
 - b. C115/A21.15, Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
 - c. C207, Steel Pipe Flanges for Waterworks Service - Sizes 4 in. Through 144 in. (100 mm Through 3,600 mm).
 - d. C210 Liquid-Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines.
 - e. C213, Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
 - f. C217, Petrolatum and Petroleum Wax Tape Coatings for the Exterior of Connections and Fittings for Steel Water Pipelines.
 - g. C219, Bolted, Sleeve-Type Couplings for Plain-End Pipe.
 - h. C221, Fabricated Steel Mechanical Slip-Type Expansion Joints.
 - i. C606, Grooved and Shouldered Joints.
 3. ASTM International (ASTM):
 - a. A497/A497M, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete.
 - b. A615/A615M, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 - c. C94/C94M, Standard Specification for Ready-Mixed Concrete.
 - d. C150/C150M, Standard Specification for Portland Cement.
 - e. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
 4. NSF International (NSF):
 - a. NSF/ANSI 61, Drinking Water System Components - Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components - Lead Content.

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1.02 SUBMITTALS

A. Action Submittals:

1. Detailed pipe fabrication drawings showing pipe details, special fittings and bends, dimensions, coatings, and other pertinent information.
2. Pipe pressure class.
3. Product Data: Manufacturer's data for couplings, saddles, gaskets, and other pipe accessories. Indicate maximum rated working pressure and test pressure for each item.

B. Informational Submittals: Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements.

1.03 DELIVERY, STORAGE, AND HANDLING

A. In accordance with manufacturer's recommendations and as specified in individual Specification(s) following this section.

B. Marking at Plant: Mark each pipe and fitting at plant. Include date of manufacture, manufacturer's identification, specification standard, diameter of pipe dimension ratio, pipe class, and other information required for type of pipe.

C. Pipe, specials, and fittings received at Project Site in damaged condition will not be accepted.

D. Gasket Storage: Store rubber gaskets in cool, well ventilated place, and do not expose to direct rays of sun. Do not allow contact with oils, fuels, petroleum, or solvents.

E. Store and support pipe securely to prevent accidental rolling and to avoid contact with mud, water, or other deleterious materials.

F. Handling:

1. Pipe shall be handled with proper equipment in a manner to prevent distortion or damage. Use of hooks, chains, wire ropes, or clamps that could damage pipe, damage coating or lining, or kink and bend pipe ends is not permitted.
2. Use heavy canvas, or nylon slings of suitable strength for lifting and supporting materials.
3. Lifting pipe during unloading or lifting into trench shall be done using two slings placed at quarter point of pipe section. Pipe may be lifted using one sling near center of pipe, provided pipe is guided to prevent uncontrolled swinging and no damage will result to pipe or harm to workers. Slings shall bear uniformly against pipe.

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4. Pipe and fittings shall not be stored on rocks or gravel, or other hard material that might damage pipe. This includes storage area and along pipe trench.

PART 2 PRODUCTS

2.01 GENERAL

- A. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
 1. Use or reuse of components and materials without a traceable certification is prohibited.

2.02 PIPE

- A. As specified in the individual specification(s) following this section.

2.03 JOINTS

- A. As specified in the individual specification(s) following this section.

2.04 COUPLINGS

- A. General:
 1. Coupling linings for use in potable water systems shall be in conformance with NSF/ANSI 61.
 2. Couplings shall be rated for appropriate operating pressure and hydrostatic test pressure.
 3. Exposed, bolted, sleeve-type couplings shall be lined and coated with fusion bonded epoxy in accordance with AWWA C213.
 4. Buried, bolted, sleeve-type couplings shall be lined and coated with fusion-bonded epoxy in accordance with AWWA C213 and wrapped with petroleum wax tape in accordance with AWWA C217.
- B. For Pipe with Plain-Ends:
 1. Bolted, sleeve-type coupling, in accordance with AWWA C219.
 - a. Manufacturer of couplings shall observe same quality control requirements as specified in AWWA C221 for fabrication of pipe expansion joints.

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- b. Unless thrust restraint is provided by other means, bolted, sleeve-type couplings shall be harnessed. Harness details shall be in accordance with requirements of appropriate reference standard or as shown on Drawings.
- c. Pipe Ends Tolerance: Conform to Table 4 of AWWA C219.
- d. Service Type: Sewer.
- e. Submit Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements.

C. For Pipe with Flanged Ends:

- 1. Flanged coupling adapters, in accordance with AWWA C219.
 - a. Pipe Ends Tolerance: Conform to Table 4 of AWWA C219.
 - b. Service Type: Sewer.
 - c. Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements.
- 2. Dismantling joints for connecting flanged pipe shall be AWWA C219 compliant. Provide studs and nuts to seal gasket separate and independent from tie-bar restraint system.

D. Bolting Materials for Couplings: As recommended by coupling manufacturer for specified conditions.

2.05 SLAB, FLOOR, WALL, AND ROOF PENETRATIONS

A. Modular Mechanical Seal:

- 1. Type: Interconnected synthetic rubber links shaped and sized to continuously fill annular space between pipe and wall sleeve opening.
- 2. Assemble interconnected rubber links with Type 316 stainless steel bolts, nuts, and pressure plates.
- 3. Size modular mechanical seals according to manufacturer's instructions for the size of pipes shown to provide a watertight seal between pipe and wall sleeve opening.
- 4. Manufacturers and Products:
 - a. Thunderline/LinkSeal, Div. of PSI, Houston, TX; Link Seal.
 - b. Calpico, Inc., South San Francisco, California; Sealing Linx.
 - c. Advance Products and Systems, Lafayette, Louisiana; Innerlynx.

B. Wall Sleeves:

- 1. Diameter, ends, and length shall be as shown on Drawings.
- 2. Shall include integral seep ring to minimize seepage between metal sleeve and concrete.

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C. Wall Couplings:

1. Diameter, ends, and length shall be as shown on Drawings.
2. Wall couplings shall provide flexible mechanical joint.
3. Body and end rings shall be coated with fusion bonded epoxy.
4. Body shall include integral seep ring.
5. Shall comply with AWWA C219.

- D. If core drilling is required for penetrations of existing concrete walls or slabs, locations of drilling shall be determined by radiograph to avoid damage to reinforcing steel and conduits.

2.06 FLANGES, FLANGE GASKETS, AND BOLTING MATERIALS

- A. As specified in individual specifications following this section.
- B. Flanges, bolting materials, and flange gaskets for steel flanges shall conform to AWWA C207.
- C. Flanges, bolting materials, and flange gaskets for ductile iron flanges shall conform to AWWA C110 and AWWA C115.
- D. If the flanges are coated, provide two washers for each bolt on each side of the flange to minimize damage to the coating as the nuts are tightened. Provide bolts of the proper length to accommodate the washers.

2.07 PIPE LOCATING TAPE

- A. As specified in Section 31 23 23.15, Trench Backfill.

2.08 PIPE BEDDING AND PIPE ZONE MATERIAL

- A. Granular material or Controlled low strength material as specified in Section 31 23 23.15, Trench Backfill.

2.09 TRENCH STABILIZATION MATERIAL

- A. As specified in Section 31 23 23.15, Trench Backfill.

PART 3 EXECUTION

3.01 GENERAL

- A. Notify Engineer at least 2 weeks prior to field fabrication of pipe or fittings.

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- B. Furnish feeler gauges of proper size, type, and shape for use during installation for each type of pipe furnished.
- C. Distributing Materials: Place materials along trench only as will be used each day, unless otherwise approved by Engineer. Placement of materials shall not be hazardous to traffic or to general public, obstruct access to adjacent property, or obstruct others working in area.

3.02 EXAMINATION

- A. Verify size, material, joint types, elevation, and horizontal location of existing pipeline to be connected to new pipeline or new equipment.
- B. Inspect size and location of structure penetrations to verify adequacy of wall pipes, sleeves, and other openings.
- C. Damaged Coatings and Linings: Repair using coating and lining materials in accordance with manufacturer's instructions.

3.03 PREPARATION OF TRENCH

- A. Prepare trench as specified in Section 31 23 16, Excavation.
- B. Unless otherwise permitted by Engineer, maximum length of open trench shall not exceed XXX feet.

3.04 INSTALLATION

- A. General:
 - 1. Join pipe and fittings in accordance with manufacturer's instructions, unless otherwise shown or specified.
 - 2. Install individual pipe lengths in accordance with approved lay diagram. Misplaced pipe shall be removed and replaced.
 - 3. Inspect pipe and fittings before installation, clean ends thoroughly, remove foreign matter and dirt from inside.
 - 4. Flanged Joints:
 - a. Install perpendicular to pipe centerline.
 - b. Bolt Holes: Straddle vertical centerline, aligned with connecting equipment flanges or as shown on Drawings.
 - c. Use torque-limiting wrenches to provide uniform bearing and proper bolt tightness.
 - d. Flange Type: Use flat-faced flange when joining with flat-faced ductile or cast iron flange.

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5. Couplings:
 - a. Install in accordance with manufacturer's written instructions.
 - b. Before coupling, clean pipe holdback area of oil, scale, rust, and dirt.
 - c. Do not remove pipe coating. If damaged, repair before joint is made.
 - d. Clean gaskets before installation.
 - e. If necessary, lubricate with gasket lubricant for installation on pipe ends.
 - f. Tighten coupling bolts progressively, drawing up bolts on opposite sides gradually until bolts have uniform tightness.

B. Buried Pressure Pipe:

1. Concrete Encased or Embedded Pipe: Do not encase joints in concrete, unless specifically shown on Drawings.
2. Placement:
 - a. Keep trench dry until pipe laying and joining is completed.
 - b. Exercise care when lowering pipe into trench to prevent twisting or damage to pipe.
 - c. Measure for grade at pipe invert, not at top of pipe.
 - d. Excavate trench bottom and sides of ample dimensions to permit proper joining, welding, visual inspection, and testing of entire joint.
 - e. Prevent foreign material from entering pipe during placement.
 - f. Close and block open end of last laid pipe section when placement operations are not in progress and at close of day's work.
 - g. In general, lay pipe upgrade with bell ends pointing in direction of laying.
 - h. Deflect pipe at joints for pipelines laid on a curve using unsymmetrical closure of spigot into bell. If joint deflection of standard pipe lengths will not accommodate horizontal or vertical curves in alignment, provide:
 - 1) Shorter pipe lengths.
 - 2) Special mitered joints.
 - 3) Standard or special fabricated bends.
 - i. Check gasket position with feeler gauge to assure proper seating.
 - j. After joint has been made, check pipe alignment and grade.
 - k. Place sufficient pipe zone material to secure pipe from movement before next joint is installed.
 - l. Prevent uplift and floating of pipe prior to backfilling.
3. Tolerances:
 - a. Deflection From Horizontal Line: Maximum 2 inches.
 - b. Deflection From Vertical Line: Maximum 1 inch.

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- c. Joint Deflection: Maximum of 75 percent of manufacturer's recommendation.
- d. Horizontal position of pipe centerline on alignment around curves maximum variation of 1 foot from position shown.
- 4. Cover Over Top of Pipe: Minimum 3 feet, unless otherwise shown.
- 5. Disposal of Excess Excavated Material: As specified in Section 31 23 16, Excavation.

3.05 THRUST RESTRAINT

- A. Location: At pipeline tees, plugs, caps, bends, and locations where unbalanced forces exist.
- B. Thrust Blocking:
 - 1. Place only where shown on Drawings.
 - 2. Quantity of Concrete: Sufficient to cover bearing area of pipe and provide required soil bearing area as shown on Drawings.
 - 3. Place blocking so pipe and fitting joints are accessible for repairs.
 - 4. Place concrete in accordance with ACI 301.

3.06 CORROSION PROTECTION

- A. Buried Pipe: As specified in the individual specifications following this section.
- B. Notify Engineer at least 3 days prior to start of surface preparation, coating application, and corrosion protection work.

3.07 PLACEMENT OF PIPE LOCATING TAPE

- A. Place pipe locating tape in accordance with Section 31 23 23.15, Trench Backfill.

3.08 PIPE BEDDING AND ZONE MATERIAL

- A. Place pipe bedding and pipe zone material in accordance with Section 31 23 23.15, Trench Backfill.

3.09 FIELD QUALITY CONTROL

- A. Pressure Leakage Testing: As specified in the individual specification(s) following this section.

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3.10 CLEANING

- A. Following assembly and testing, and prior to final acceptance, flush pipelines with water at 2.5 fps minimum flushing velocity until foreign matter is removed. Dispose of water and flushed foreign matter.
- B. If impractical to flush large diameter pipe at 2.5 fps, clean pipe in-place from inside by brushing and sweeping, then flush or blow line at lower velocity or clean pipe by use of pipe pig as approved by Engineer. Multiple passes of pipe pig may be required to adequately clean line.
- C. Remove accumulated debris through blowoffs 2 inches and larger or by removing spools and valves from piping.

END OF SECTION

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SECTION 33 05 01.12.03 POLYVINYL CHLORIDE (PVC)—GRAVITY SANITARY SEWER	
Item	Description
Pipe: 15-inch Diameter and Under	ASTM D3034: SDR 35. Sewers that have less than 4 feet of cover shall be DR 26.
Joints	Integral bell and spigot, in accordance with ASTM D3212.
Gaskets	ASTM F477 factory fabricated rubber compression type with solid cross section. Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials.
Tee and Wye Fittings	All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.
Plugs	Removable. Removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.
Source Quality Control Testing	In accordance with specified ASTM.

END OF SECTION

SECTION 33 05 14
GLASS-FIBER REINFORCED POLYESTER (FRP) MANHOLES

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards that may be referenced in this section:
1. American Association of State Highway and Transportation Officials (AASHTO):
 - a. H-20, Axle Loading.
 2. ASTM International (ASTM):
 - a. A48, Standard Specification for Gray Iron Castings.
 - b. A123, Standard Specification for Zinc (Hot-Dip Galvanized) coatings on Iron and Steel Products.
 - c. C387, Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
 - d. C443, Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
 - e. C581, Practice for Determining Chemical Resistance of Chemical Thermosetting Resins used in Glass-Fiber Reinforced Structures Intended for Liquid Service.
 - f. C923, Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
 - g. D2412, Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
 - h. D2583, Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
 - i. D2584, Test Method for Ignition Loss of Cured Reinforced Resins.
 - j. D3753, Standard Specification for Glass-Fiber Reinforced Polyester Manholes.
 - k. D695, Test Methods for Compressive Properties of Rigid Plastics.
 - l. D790, Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - m. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
 - n. F594, Standard Specification for Stainless Steel Nuts.
 - o. A536, Standard Specification for Ductile Iron Casting.

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1.02 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:

- a. FRP Manholes: Manufacturer's data and details of construction, reinforcing and joints, anchors, lifting, erection inserts, and other items cast into members.
- b. Cast-in-place Concrete Base: Details of construction.
- c. Ring and Covers, Watertight Inserts, Grade Rings, Gaskets and sealants, Stubouts and Connections: Manufacturer's data and details of construction.
- d. Include detailed diagrams of manholes showing typical components and dimensions.
- e. Connection detail to existing manholes: stubouts, manhole interior configuration showing fiberglass bench and flow channel, coring method, elevations of new pipe connection, pipe end treatment, and other pertinent information.
- f. Itemize, on separate schedule, sectional breakdown of each manhole with all components and refer to drawing identification number or notation.
- g. Indicate knockout elevations for all piping entering each manhole.

B. Informational Submittals:

1. Calculations prior to manhole fabrication:
 - a. Show compliance with load cases defined in ASTM F1759.
 - b. Buoyancy calculations.
 - c. Lateral earth pressures.
 - d. Wall thickness calculations considering depth, soil and groundwater conditions, and loading conditions.
 - e. Calculations shall be signed and sealed by professional engineer.
2. Testing results showing conformance and manufacturer's written certification that FRP manholes meet ASTM D3753. Required tests include:
 - a. Load Rated Test.
 - b. Cylinder Stiffness.
 - c. Soundness.
 - d. Flexural strength.
 - e. Flexural modulus.
 - f. Compressive Strength.
 - g. Barcol hardness.

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3. Acknowledgment that products submitted meet requirements of standards referenced.
4. Field quality control report.
5. Manufacturer's recommended installation instructions.
6. Manufacturer's Warranty: Warranty shall be for a period of 2 years.
7. Operation and maintenance data for all components.

1.03 PROJECT CONDITIONS

- A. Refer to the Geotechnical Data Report and Boring Logs prepared for this Project.

PART 2 PRODUCTS

2.01 FRP MANHOLES

- A. General Description:

1. General:
 - a. All FRP manholes shall be watertight.
 - b. FRP manholes shall be a one-piece monolithic designed unit constructed of glass-fiber reinforced, supplier certified, unsaturated polyester resin.
 - c. FRP manholes shall be manufactured in strict accordance with ASTM D3753.
 - d. All FRP manholes (from STA 5+89 to STA 66+42) shall have vents and check valves, but no odor control. The 4 foot diameter manhole at STA 5+94 is not vented.
2. Dimensions:
 - a. The manhole shall be a circular cylinder, reduced at the top to a circular manway not smaller in diameter than the size shown in the Drawings.
 - b. Manholes shall be produced in half-foot increments of lengths plus or minus 2 inches.
 - c. Nominal inside diameter shall be as noted on the Drawings. Tolerance on the inside diameter shall be plus or minus 1 percent.
 - d. The minimum wall thickness for all FRP manholes shall be 0.625 inches. Actual wall thickness shall be calculated by the manufacturer considering depth, soil and groundwater conditions, and loading conditions with a minimum safety factor of 2.0.
3. Riser Sections:
 - a. Minimum diameter as noted on the Drawings.
 - b. Fabricate in accordance with ASTM D3753.

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- c. The minimum wall thickness shall be 0.625 inches. Actual wall thickness shall be calculated by the manufacturer considering depth, soil and groundwater conditions, and loading conditions with a minimum safety factor of 2.0.
 - d. Top and bottom shall be parallel.
 - e. Manhole shall be watertight.
 - f. Bottom sections shall be furnished with a minimum integral 3-inch wide anchoring flange.
4. Cone Sections:
- a. Provide concentric cones.
 - b. Same minimum wall thickness and reinforcement as riser sections, or greater if required by depth, soil and groundwater conditions, and loading conditions.
 - c. Top and bottom shall be parallel.
 - d. Manway reducer shall provide a bearing surface on which a standard ring and cover or watertight ring and cover may be supported and adjusted to grade.
 - e. The reducer shall be joined to the riser section at the factory with resin and glass fiber reinforcement, to provide monolithic design to prevent infiltration and/or exfiltration through the manhole.
 - f. Manway reducer cone shall be self-centering to permit vertical height adjustment (raising or lowering) of manhole by Contractor utilizing manufacturer provided materials and detailed written instructions.
 - g. The maximum vertical height of the diameter adjustment section or cone shall be 36 inches.
5. Class: The manhole shall be manufactured in one class of load rating. The class shall be H-20 wheel load. Manhole shall be suitable for use within streets and highways. To properly transfer and distribute wheel load, a grade adjustment ring (as specified in Paragraph 2.05 A) shall be placed on the grade ring platform and the OD of the grade ring shall exceed the OD of the grade ring platform.
6. Manhole Bottom: Pour a concrete base or encasement and install the manhole riser/cone, etc. all per the Drawings.
7. Marking and Identification: All manholes shall be marked in letters no less than 1-inch in height with the following information:
- a. Manufacturer's identification.
 - b. Manufacturer's serial number.
 - c. Manhole length.
 - d. Stationing for manhole location.
 - e. ASTM designation.
 - f. Installation assist marks (vertical lines 90 degrees apart at base of manhole).

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B. Materials:

1. Resin:
 - a. The resins used shall be a commercial grade, supplier certified, unsaturated polyester resin.
 - b. Mixing lots of resin from different manufacturers, or “odd-lotting” of resins shall not be permitted.
 - c. Quality assurance records on the resin shall be maintained.
 - d. Pigmented resin may be used to facilitate easy “from grade” interior inspection.
 - e. For cone sections, UV inhibitors shall be added directly to resins to prevent photodegradation.
 - f. Exterior gel-coating is permitted.
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 between the glass reinforcement and the resin.
3. Surfacing Materials: If reinforcing material is used on the surface exposed to the contained substance, it shall be a commercial grade chemical-resistant glass or organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.
4. Fillers and Additives:
 - a. Fillers, when used, shall be inert to the environment and manhole construction.
 - b. Additives, such as thixotropic agents, catalysts, and promoters, may be added as required by the specific manufacturing process to be used to meet the requirements of this standard.
 - c. Calcium carbonate mixed by the fabricator is permitted.
 - d. The resulting reinforced plastic material must meet the requirement of this Specification.
5. Laminate: The laminate shall consist of multiple layers of glass matting and resin. The surface exposed to the sewer/chemical environment shall be resin rich and shall have no exposed fibers.

C. Manufacture:

1. Manhole cylinders, manway reducers, and connectors shall be produced from glass-fiber reinforced polyester resin.
2. Manway Reducer: Manway reducers shall be concentric with respect to the larger portion of the manhole diameters through 72 inches.
3. Cover Ring and Support: The manhole shall provide an area from which a ring and cover plate can be supported and support a traffic load without damage to the manhole.

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4. Assembly Joints: Product components, including cylinders, reducers, bottoms, and connectors, may be joined together to form a complete manhole.

D. Requirements:

1. Exterior Surface:
 - a. The exterior surface shall be relatively smooth with no sharp projections.
 - b. Hand-work finish is acceptable if enough resin is present to eliminate fiber show.
 - c. The exterior surface shall be free of blisters larger than 0.50 inches in diameter, delamination, and fiber show.
 - d. Gel-coat or paint or other coatings is allowed.
2. Interior Surface:
 - a. The interior surface shall be resin rich with no exposed fibers.
 - b. Interior surface shall be smooth for improved corrosion resistance and reduced sludge build-up.
 - c. The surface shall be free of crazing, delamination, blisters larger than 0.50 inches in diameter, and wrinkles of 0.125 inches or greater in depth.
 - d. Surface pits shall be permitted up to 6/ft² if they are less than 0.75 inches in diameter and less than 0.0625 inches deep.
 - e. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted up to 4/ft² if they are less than 0.50 inches in diameter and less than 0.0625 inches thick.
 - f. Gel-coat or paint or other coatings is allowed.
3. Repairs: Any manhole repair is required to meet all requirements of this Specification. Repairs to manholes shall be performed by the manufacturer. Owner's Representative in consultation with manufacturer will determine if extent of repairs warrants manhole replacement. Contractor shall bear cost of manhole replacement.
4. Defects Not Permitted:
 - a. Exposed Fibers: Glass fibers not wet out with resin.
 - b. Resin Runs: Runs of resin and sand on the surface.
 - c. Dry Areas: Areas with glass not wet out with resin.
 - d. Delamination: Separation in the laminate.
 - e. Blisters: Light colored areas larger than 0.50 inches in diameter.
 - f. Crazing: Cracks caused by sharp objects.
 - g. Pits or Voids: Air pockets.
 - h. Wrinkles: Smooth irregularities in the surface.
 - i. Sharp Projection: Fiber or resin projections necessitating gloves for handling.

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5. Load Rating: The complete manhole shall have a minimum dynamic load rating of 16,000 pounds AASHTO H-20 when tested in accordance with ASTM D3753. To establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 pounds and shall not deflect vertically downward more than 0.25 inches at the point of load application when loaded to 24,000 pounds.
6. Stiffness: The cylindrical portion of the manhole is to be tested in accordance with ASTM D2412. The manhole cylinder shall have the minimum pipe-stiffness values shown below, when tested in accordance with ASTM D3753:

Manhole Length (feet)	Minimum Stiffness (psi)
3 to 6.5	0.72
7 to 12.5	1.26
13 to 20.5	2.01
21 to 25.5	3.02
26 to 35	5.24

For manhole lengths greater than 35 feet, minimum stiffness shall be in accordance with manufacturer's recommendations.

7. Soundness:
 - a. In accordance with ASTM D3753.
 - b. In order to determine soundness, an air or water test is to be applied to the manhole test sample. While holding the pressure between 3 to 5 psi, the entire manhole shall be inspected for leaks. Any leakage through the laminate is cause for failure of the test.
8. Chemical Resistance:
 - a. In accordance with ASTM C581 and ASTM D3753.
 - b. Flexural strength, flexural modulus, and barcol hardness shall be plotted versus time on log-log coordinates. The line defined by these points is extrapolated to 100,000 hours. The minimum extrapolation retention allowed for any of these properties is 50 percent. Test samples used shall be actual pieces of manhole or samples manufactured in a manner consistent in every way with the manhole component construction.
 - c. 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 wastewater collection systems.
9. Physical Properties: Physical properties shall be suitable to support all live and dead loads for the Manufacturer's proposed wall configuration. Flexural modulus, flexural strength and compressive strength shall be determined in accordance with Sections 6.7 and 8.8 of ASTM D3753.

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- E. Test Methods: Tests shall be performed as specified in ASTM D3753.
- F. Quality Assurance/Quality Control:
 - 1. Examination: Each manhole component part shall be examined for dimensional requirements, hardness, and workmanship.
 - 2. Composition Control: Controls on glass and resin content shall be maintained for all manufacturing processes and for each portion of manhole fabrication. Records shall be maintained for these control checks. Proper glass content may be shown by glass usage checks or glass and resin application rate checks, in accordance with the material composition test in ASTM D3753.
 - 3. All required ASTM D3753 testing shall be kept and copies of all test results shall be presented to Owner's Representative.
- G. Certification: A certification shall be provided by the manufacturer that the manholes have been sampled, tested, and inspected in accordance with the provisions of ASTM D3753 and this Specification, and meets all requirements. An authorized agent of the manufacturer shall sign each certificate so furnished.
- H. Handling and Storage: Handling and storage shall be in strict accordance with the manufacturer's written instructions. FRP manholes shall be delivered to the site in one piece.
- I. Inspection:
 - 1. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Owner's Representative, or other representative of the Owner. Such inspections shall be made at the place of manufacture, or at the site of delivery, and the sections shall be subject to rejection on account of failure to meet any of the Specification requirements. Sections rejected after delivery to the job site shall be marked for identification and shall be removed from the job site at once. All sections which have been damaged after delivery will be rejected, and if already installed shall be removed and replaced at the Contractor's expense.
 - 2. At the time of inspection, the material will be examined for compliance with the requirements of this Specification and the accepted Shop Drawings.

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J. Acceptable Manufacturers:

1. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - a. Containment Solutions, Inc.
 - b. L.F. Manufacturing, Inc.
 - c. Approved equal.
2. Submit requests for substitution in accordance with terms and conditions of Project Specifications and Contract Documents.

2.02 CAST-IN-PLACE CONCRETE BASE

- A. Reinforcing Steel: Furnish as specified in manufacturer's recommendations taking in consideration loading, total depth, and soil and ground water conditions.
- B. Concrete: Furnish as specified in manufacturer's recommendations taking in consideration loading, total depth, and soil and ground water conditions.

2.03 MORTAR

- A. Standard premixed in accordance with ASTM C387, or proportion one part Portland cement to two parts clean, well-graded sand that will pass a 1/8-inch screen, and sufficient water to produce a workable mixture.
- B. Admixtures: May be included but do not exceed the following percentages of weight of cement:
 1. Hydrated Lime: 10 percent.
 2. Diatomaceous Earth or Other Inert Material: 5 percent.

2.04 MANHOLE FRAMES AND COVERS

- A. Manhole frames and covers shall be composite manhole ring and cover with gasket and 3 bolts, fiber reinforced polymer PU1 AASHTO M306, sound, smooth, clean, free from blisters, blowholes, shrinkage, cold shuts, and defects.
- B. Manhole frames and covers shall be H-20 traffic rated when properly installed.
- C. Furnish frames and covers of heavy-duty construction.
- D. Plane or grind bearing surfaces to ensure flat, true surfaces.

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- E. The finished frames and covers shall have the bearing surfaces machined ground and sets of rings and covers shall be marked in such a way that they can be matched for assembly in the field. Cover shall be true and seat within ring at all points. All covers shall be in accordance with Trinity River Authority (TRA) Standards as shown in the Drawings.
- F. Frames shall be circular, incorporate a seating gasket and a fitted plug in each hinge housing. The frame depth shall not exceed 5 inches, and the flange shall incorporate bedding slots, bolt holes, and lifting eyes.
- G. Manholes on this project are in floodplain. The lids of manholes shall be bolted, gasketed and watertight.
- H. Frames and covers gasket system shall provide infiltration resistance without additional accessories.
- I. Gaskets shall be made only of materials that have been proven to be resistant to the following exposures and conditions:
 - 1. Sanitary sewage.
 - 2. Corrosion or rotting under wet or dry conditions.
 - 3. Gaseous environment in sanitary sewers and at road surfaces including common levels of ozone, carbon monoxide, and other trace gases at the sites of installation.
 - 4. Biological environment in soils and sanitary sewers.
 - 5. Chemical attack by road salts, road oil, and common street spillages or solvents used in street construction or maintenance.
 - 6. Temperature ranges, variations, and gradients in the area of construction.
 - 7. Variations in moisture conditions and humidity.
 - 8. Fatigue failure caused by a minimum of 30 freeze-thaw cycles per year.
 - 9. Vibrations due to traffic loading.
 - 10. Fatigue failure due to repeated variations of tensile, compressive and shear stresses, and repeated elongation and compression.
 - 11. Any combinations of the above.
- J. Acceptable Manufacturers and Products: Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - 1. Bass & Hayes.
 - 2. Approved equal.

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2.05 GRADE RINGS

- A. Adjustment grade rings shall be non-reinforced concrete rings. The internal diameter shall not be less than the size shown in the Drawings, and the width shall be a minimum of 5 inches. Poly grade rings may be used in lieu of concrete. A minimum of 2 grade rings shall be installed. No more than 4 grade rings may be used on any manhole.

PART 3 EXECUTION

3.01 GENERAL

- A. Remove and keep all water clear from the excavation during construction and testing operations.
- B. Place imported pipe base material on subbase; thoroughly compact with a mechanical vibrating or power tamper.
- C. Build and install each manhole to dimensions shown on plans and at such elevations that manhole will be true extensions of lines of pipe.

3.02 EXCAVATION AND BACKFILL

- A. Excavation: As specified in Section 31 23 16, Excavation.
- B. Subgrade Preparation: As specified in Section 31 23 23, Fill and Backfill for Structure.
- C. Backfill: As specified in Section 31 23 23.15, Trench Backfill for Pipes.

3.03 INSTALLATION OF FRP MANHOLES

- A. Installation Methods (Sanitary Sewer Manholes):
 - 1. Installation shall be in strict accordance with the manufacturer's written instructions.
 - 2. Before installing any manhole, excavation shall be shored properly.
 - 3. Ensure the depth of manhole is sufficient to allow at least two concrete rings for adjustment of ring and cover at top of final grade.
 - 4. The Contractor shall be responsible for handling groundwater to provide firm, dry subgrade for the structure, shall prevent water from rising on new poured in place concrete until concrete obtains sufficient strength, and shall guard against flotation or other damages resulting from groundwater or flooding.

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5. All cut-outs should be done by the manufacturer at the factory. Contractor should not make any cut-out in the field. If any cut-out or coring is required Contractor should immediately notify the Owner's Representative. Contractor should proceed with any cuts only upon getting written approval by the Owner's Representative.
 6. Place manhole in position and level. Install concrete base as shown on Drawings on the thoroughly compacted sub base. Manhole is to be installed by inserting into wet concrete base. The depth of concrete above the anti-flotation flange shall be 4 inches minimum or as included on structural design by Contractor to prevent flotation of manhole, whichever is larger.
 7. Allow base to set and backfill as shown on the Drawings. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.
 8. Bring manhole to grade using grade rings and install manhole ring and cover.
 9. Construct non-reinforced concrete ring encasement.
- B. Grade rings shall be mortared between all bearing surfaces sufficient to provide a minimum, in place mortar thickness of 0.25 inches. Lay grade rings in mortar with sides plumb and tops level. Seal exterior with mastic. For poly rings, use manufacturer's recommended joint sealing compound and seal exterior.
- C. Set manhole frames in bed of mortar with mortar carried over flange.
- D. Set tops of covers flush with surface of adjoining pavement or ground surface, unless otherwise shown in Details.
- E. Manhole Ring Encasement: All manhole rings shall be encased with non-reinforced concrete as shown on the Details.
1. Manhole ring encasement shall have a minimum depth of 28 inches and a minimum width when measured at the manhole ring of 12 inches. The surface of the encasement shall be 3 inches below the top of the manhole ring.

3.04 FIELD QUALITY CONTROL

- A. General:
1. Manhole testing shall be in accordance with 30 TAC§217.58.
 2. All required testing equipment, labor, materials, and water shall be furnished by the Contractor.

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CITY OF MIDLAND

3. Manholes shall be tested for leakage separately and independently of the wastewater lines by hydrostatic exfiltration testing or vacuum testing.
4. Manholes will be accepted in accordance with the criteria for either test methods provided below. Repair any manhole which fails the initial test with suitable material for the FRP manhole. Retest the manhole as described below until a successful test is achieved. Remove all temporary plugs and reseal as necessary after a successful test.

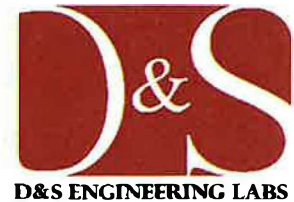
B. Hydrostatic Testing:

1. Procedure: Plug inlets and outlets and fill manhole with water to the top of the manhole cone. Manhole shall be maintained full for 1-hour. A loss within a 1-hour period greater than the maximum leakage allowance shall be considered an unsuccessful test.
2. A manhole may be filled 24 hours prior to time of testing, if desired, to permit normal absorption and evaporation to take place.
3. Leakage in each manhole shall not exceed 0.025 gallons per foot diameter per foot of manhole depth per hour.
4. Repair manholes that do not meet the leakage test, or do not meet specified requirements from visual inspection.
5. If a manhole fails a leakage test, the manhole must be made watertight and retested until leakage is within allowances specified.

C. Vacuum Testing:

1. Temporarily plug lines entering the manhole with the plugs braced to prevent them from being drawn into the manhole.
2. Place the test head inside the frame at the top of the manhole and inflate in accordance with the manufacturer's recommendations.
3. Draw a vacuum of 10 inches of mercury, then turn off the vacuum pump. Read the level of vacuum after the required test time with the valve closed.
4. The manhole will pass the test if the drop in the level is or less than 1 inch of mercury (final vacuum greater than or equal 9 inches of mercury). The required test time is (2) two minutes in accordance with 30 TAC§217.58.
5. Repair manholes that do not meet the vacuum test, or do not meet specified requirements from visual inspection.
6. If a manhole fails a vacuum test, the manhole exterior must be grouted. The manhole must be repaired and retested until leakage is within allowances specified.

END OF SECTION



June 3, 2021

Jeff Miner
Senior Water Engineer
Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201

**GEOTECHNICAL INVESTIGATION
D&S ENGINEERING #G20-2205-REVISED
MIDLAND SEWER LINE
MIDLAND, TEXAS**

Mr. Miner,

As requested, D&S Engineering Labs, LLC has completed the geotechnical investigation for the above-referenced project. This exploration was conducted in accordance with Proposal No. GP20-2205, dated October 21, 2020. Notice to proceed was received on April 16, 2021.

We appreciate the opportunity to provide professional geotechnical engineering services for this project. At your request, we are available to discuss any questions which may arise regarding this report. Please do not hesitate to call if we can provide any additional services.

Sincerely,

D&S Engineering Labs, LLC


JUNE 3, 2021
Douglas Greenwood, P.E.
Senior Geotechnical Engineer

 6-3-2021
IBRAHIM A. BAAYEH
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September 27, 2022

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APPENDIX A – BORING LOGS AND SUPPORTING DATA**APPENDIX B – GENERAL DESCRIPTION OF PROCEDURES**

**GEOTECHNICAL INVESTIGATION
MIDLAND SEWER LINE
MIDLAND, TEXAS**

1.0 PROJECT DESCRIPTION

This report presents the results of the geotechnical investigation for the proposed Midland Sewer Line. The project consists of the removal of the existing lift station, followed by the installation of a sewer line along the City's right-of-way (ROW) to reroute the flow of the lift station about 800 feet east of the intersection between S Terrell St and I-20 west bound frontage road. The new sewer alignment starts just south of intersection of E Peck Ave and S Terrell St and runs about 500 feet south along the S Terrell St ROW. At this location, the sewer alignment turns east for about 800 feet and then turns south for about 600 feet within the ROW of I-20 west bound frontage road.

Based on available aerial photographs and the site visit, the site is currently covered with sparse small trees and grass. Site observations and a review of available topographic maps indicate that the site slopes down from the northwest to the southeast with an overall topographic relief of about 10 feet along the proposed utility line alignment. At the time of this report preparation, no grading plans were available. Photographs showing the recent condition of the site are provided below.



2.0 PURPOSE AND SCOPE

The purpose of this investigation was to:

- Identify the subsurface stratigraphy present at the site.
- Evaluate the physical and engineering properties of the subsurface soils for use in the geotechnical analyses.
- Provide geotechnical recommendations for placement of the sewer line.

The scope of this investigation consisted of:

- Drilling and sampling a total of two (2) borings (B1 and B2) to depths of about 15 feet below existing grades.
- Laboratory testing of selected soil samples obtained during the field investigation.
- Preparation of a Geotechnical Report that includes:
 - Evaluation of Potential Vertical Movement (PVM).
 - Recommendations for excavations.
 - Recommendations for earthwork.

3.0 FIELD AND LABORATORY INVESTIGATION

3.1 General

The borings were advanced utilizing truck-mounted drilling equipment outfitted with hollow stem augers. Soils were sampled in general accordance with the Standard Penetration Test (ASTM D1586). During this test, disturbed samples of subsurface material are recovered using a nominal 2-inch O.D. split-barrel sampler. The sampler is driven into the soil strata with an automatic drive hammer utilizing the energy of a 140-pound hammer falling freely from a height of 30 inches and striking an anvil located at the top of the drill string. The number of blows required to advance the sampler in three consecutive 6-inch increments is recorded, and the number of blows required for the final 12 inches is noted as the "N"-value. The test is terminated at the first occurrence of either of the following: 1) when the sampler has advanced a total of 18 inches; 2) When the sampler has advanced less than one complete 6-inch increment after 50 blows of the hammer; 3) when the total number of blows reaches 100; or 4) if there is no advancement of the sampler in any 10-blow interval.

Subsurface materials were periodically tested in situ using the Texas Cone Penetration tests to examine the resistance of the materials to penetration. For this test, a 3-inch diameter steel cone is driven utilizing the energy of a 170-pound hammer falling freely from a height of 24 inches and striking an anvil located at the

top of the drill string. Depending on the resistance of the materials, either the number of blows of the hammer required to provide 12 inches of penetration is recorded (in two increments of 6 inches each), or the inches of penetration of the cone resulting from 100 blows of the hammer are recorded (in two increments of 50 blows each).

All samples obtained were extruded in the field, initially described, placed in plastic bags to minimize changes in the natural moisture condition, labeled as to appropriate boring number and depth, then placed in protective cardboard boxes for transportation to the laboratory. The approximate locations of the borings performed at the site are shown on the boring location map that is included in Appendix A. The elevations noted on the boring logs were interpolated from the USGS topoview website, which provides elevations in 1-foot intervals. The specific depths, thicknesses and descriptions of the strata encountered are presented on the individual final Boring Log illustrations, which are also included in Appendix A. Strata boundaries shown on the boring logs are approximate.

3.2 Laboratory Testing

Laboratory tests were performed to identify the relevant engineering characteristics of the subsurface materials encountered and to provide data for developing engineering design parameters. The subsurface materials recovered during the field exploration were initially described in the field by the drilling crew, then logged in detail by a staff geotechnical engineer after the samples arrived in the laboratory. These descriptions were later refined by a Geotechnical Engineer based on results of the laboratory tests performed. All recovered soil samples were classified and described in part using the Unified Soil Classification System (USCS) and other accepted procedures.

In order to determine soil characteristics and to aid in classifying the materials, classification testing was performed on selected samples as requested by the Geotechnical Engineer. Classification testing was performed in general accordance with the following ASTM testing standards:

- Moisture Content ASTM D2216
- Atterberg Limits ASTM D4318
- Percentage of Particles Finer Than a No. 200 Sieve ASTM D1140
- Grain Size Distribution ASTM D6913

The results of index property tests are presented at the corresponding sample depths on the appropriate Boring Log illustrations. The index property and classification testing procedures are described in more detail in Appendix B.

4.0 SITE CONDITIONS

4.1 Stratigraphy

Based upon our observation of the boring samples and a review of the Geologic Atlas of Texas, Hobbs Sheet, this site is in an area characterized by soil and bedrock strata associated with windblown cover sand, typically consisting of fine sands, silts, clays, and materials locally referred to as caliche.

At the ground surface within the borings, sandy soils are present. The sandy soils present are generally medium dense to very dense in condition, various shades of brown in color and contain varying amounts of silt, clay and occasional amounts of calcareous seams locally referred to as caliche. The surficial sand soils extend to depths of about 5.5 to 14 feet.

Below the sand soils in Boring B1, lean clay soils are present at a depth of about 14 feet. The clay soils present are very stiff in consistency, various shades of brown and light brown in color, and contain varying amounts of sand and some amounts of calcareous seams locally referred to as caliche. The lean clay soils extend to the maximum depth explored of about 16 feet.

Beneath the surficial sand soils in Boring B2, materials locally referred to as caliche are present at a depth of about 5.5 feet. The caliche materials consist predominantly of sand soils. The caliche sand soils present are very dense in condition, are light brown and light gray in color and are calcareous in nature. The caliche sands extend to the maximum depth explored of about 15 feet.

4.2 Groundwater

Groundwater seepage was not observed during drilling or upon completion of drilling within the borings performed at the site. Although not encountered, groundwater levels may be anticipated to fluctuate with seasonal and annual variations in rainfall and may also change as a result of development and landscape irrigation.

5.0 ENGINEERING ANALYSIS

5.1 Estimated Potential Vertical Movement (PVM)

Potential Vertical Movement (PVM) was evaluated utilizing different methods for predicting movement, as described in Appendix B, and based on our experience and professional opinion.

At the time of our field investigation, the near-surface soils were generally found to be in an average to dry moisture condition. Based on the information provided, the soils across the site are estimated to possess a PVM of less than 1 inch at the soil moisture conditions existing at the time of the field investigation. Wet, average, dry are relative terms based on moisture content and plasticity.

The sandy soils present at the site are relatively non-expansive and are not subjected to appreciable vertical movements with changes in soil moisture content; however, they are subject to settlement with the application of load.

6.0 CONSTRUCTION

6.1 Trench Geometry

The minimum trench width should allow adequate access on each side of the pipe for compaction of embedment under the pipe haunches. It is anticipated that the minimum practical clearance between the pipe and the trench wall would be about 18 inches to allow for at least some mechanical compaction below the mid-height of the pipe.

6.2 Embedment

In general, the pipe should not bear directly on hard unyielding layers, if present. For conditions where bedrock or very dense calcareous sand (caliche) is exposed, we recommend a minimum of 12 inches of embedment below the bottom of the pipe. The embedment support should be uniform and free of large rocks and debris, which could damage the exterior pipe mortar coating. The embedment material must be placed without voids. The embedment material should not consist of a corrosive soil.

A granular embedment material is typically preferred to satisfy these requirements. A durable crushed stone with a maximum particle size of about 1 inch should be considered for this purpose. This type of embedment material would be suitable for pipe support and would generally be easy to compact in confined areas such as within the haunch zone. The embedment should extend above the bottom of the pipe, preferably to at least the mid-height of the pipe.

Above the mid-height of the pipe, a compacted select fill or granular material is recommended. A select fill would consist of a clayey sand or sandy clay, classified as SC or CL according to the Unified Soil Classification System, with 35 to 65 percent passing the No. 200 sieve and a plasticity index between 5 and 15. This material should extend to at least 12 inches above the top of the pipe. These embedment soils should be placed in compacted lifts with each lift compacted to a degree of compaction consistent with the pipe design. We anticipate that this degree of compaction would be on the order of 90 to 95 percent of the standard Proctor maximum dry density (ASTM D698). The compaction should occur at soil moisture contents near the optimum moisture content, as determined by the same test (optimum $\pm$ 3 percent). If smaller compaction equipment is used, the loose lift thickness should not exceed six inches.

6.3 Backfill

At a minimum, the backfill materials above the select or granular soils should be free of rock fragments and clods larger than 4 inches and deleterious materials.

Backfill for shallow (less than 10 feet) utility lines should consist of either on-site or imported material and should be placed in accordance with the following recommendations. The fill may be onsite or imported material having a Liquid Limit (LL) of 30 or less, a Plasticity Index (PI) of 15 or less, a minimum of 25% of the material passing a No. 200 mesh sieve and be essentially free of particles in excess of 2 inches in their longest direction. The on-site fill soil should be placed in maximum 6-inch compacted lifts, compacted to a minimum of 95 percent of the maximum dry density, as determined by ASTM D698 (standard Proctor), and placed at a moisture content that is at least the optimum moisture content, as determined by that same test. We also recommend that the utility trenches be visually inspected during the excavation process to ensure that undesirable fill that was not detected by the test borings does not exist at the site. This office should be notified immediately if any such fill is detected. Backfill for deeper (more than 10 feet) utility lines should be compacted to a minimum of 98 percent of the maximum dry density, as determined by ASTM D698 (standard Proctor), and placed at a moisture content that is at least the optimum moisture content, as determined by that same test. Utility excavations should be sloped so that water within excavations will flow to a low point away from the active construction where it can be removed before backfilling. Compaction of bedding material should not be water-jetted. Utility trenches extending under structures should include fat clay or concrete cut-off collars at the perimeter/edge to prevent the transmission of water along trench lines.

For situations where the new pipe will lie beneath a future street pavement, select fill having a Liquid Limit (LL) of 30 or less, a Plasticity Index (PI) of 15 or less, a minimum of 25% of the material passing a No. 200 mesh sieve and be essentially free of particles in excess of 2 inches in their longest direction should be used. Onsite materials that meet the select fill criteria can also be used as backfill. The potential for post-construction settlements of the backfill will require special consideration regarding selection of backfill types, degree of compaction, or a combination of these. In general, if on-site soils that meet select fill requirements are used for backfill and are compacted to 100 percent of the standard Proctor maximum dry density, total backfill settlements on the order of 1 percent of the backfill thickness should be expected. For a properly compacted backfill thickness of 10 feet, this would correspond to a total settlement of the backfill surface of about 1.5 inches. We estimate that one-third of this settlement would occur during the backfill construction and the remainder would occur over a period of several years. The potential for post-construction settlements could be reduced by increasing the degree of compaction or mixing cement with the backfill, or some combination of these or other means.

6.4 Thrust Blocks

We understand that the pipe will be installed up to 11 feet below ground surface. Thrust blocks should be designed to bear against firm, undisturbed natural soils.

At this depth, lateral bearing values of 2,500 pounds per square foot are anticipated for thrust blocks bearing on firm caliche or clayey sand materials.

6.5 Excavations

Excavations greater than 5 feet in height/depth should be in accordance with OSHA 29CFR 1926, Subpart P. Temporary construction slopes should incorporate excavation protection systems or should be sloped back. Where the excavation does not extend close to building lines, these areas may be laid back. Where space allows, temporary slopes should be sloped at 1.5 horizontal to 1 vertical (1.5H:1V) or flatter.

Where excavation slopes greater than five (5) feet in height cannot be laid back, these areas will require installation of a temporary retention system or shoring to protect the existing construction, restrain the subsurface soils and maintain the integrity of the excavation. The cuts may be supported by soldier beams and tie-backs, braced excavations or potentially other methods. The design of temporary shoring should comply with OSHA 29CFR 1926, Subpart P.

Soil friction angle and unit weight parameters are provided in Table 1 below, and recommendations for lateral earth pressures are presented in Table 2.

Table 1. Effective Friction Angle and Unit Weight

Backfill Type	Effective Friction Angle	Total Unit Weight (pcf)
On site Soils	30°	125

Table 2. Earth Pressure Recommendations

Earth Pressure Conditions	Coefficient for Backfill Type	Drained Equivalent Fluid Density (pcf)	Undrained Equivalent Fluid Density (pcf)
Active (K_a)	0.33	42	83
At-rest (K_o)	0.50	62	94
Passive (K_p)	3.00	375	250

The slopes and temporary retention system should be verified by and designed by the contractor's engineer and should not be surcharged by traffic, construction equipment, or permanent structures. The slopes and temporary retention system should be adequately maintained and periodically inspected to ensure the safety of the excavation and surrounding property. Stockpiled soils should be placed at least

10 feet away from the crest of any slope. Excavations deeper than 20 feet must be designed by a professional engineer licensed by the State of Texas.

6.6 Excavation and Directional Drilling Difficulties

Temporary construction slopes should incorporate excavation protection systems or should be sloped back. Excavations performed during site grading and utility construction operations including directional drilling in soil should not be difficult and should not require the use of special construction equipment. Overburden soils above the dense sands and caliche will need to be sloped about 1.5H:1V. A minimum 2-foot-wide bench should be required at the base of the overburden soils, at the top of the dense sands and caliche.

TCP test results in the caliche generally ranged from 0.75 to 4.0 inches per 100 blows and should be considered as very hard (sedimentary rock basis). These bedrock-like materials can typically be excavated with backhoes/track-hoes equipped with rock teeth, single tooth rippers and hydraulic impact hammers and large pier rigs. Where it is desired to maintain close excavation tolerances in the caliche, trenching machines or rock wheel excavators should also be considered. Over breaks in the rock should also be expected. Loose material should be removed from the exposed cuts. Surface water should be diverted away from excavations.

The caliche can very likely be cut in the range 1H:1V to 0.75H:1V. We recommend the excavation contractor be required to develop an excavation plan. As excavation proceeds through the caliche, the surface of the exposed material should be carefully examined by the competent person for weakening due to weather exposure, joints and fractures, seepage, or other planes of weakness and the slope should be flattened or shored as required. In the excavation plan, all excavation methods, retaining systems, slope protection and groundwater control should be described in detail.

Analyses of slope or trench wall stability in excavations are beyond the scope of this study and have not been performed. In all cases, the requirements of the Occupational Safety and Health Administration (OSHA) must be followed by the contractor. It is important for the contractor to monitor the slope and pit wall stability by observation and measurements, and to prevent excessive loads (especially heavy vibratory loads) from being applied to the slope. The contractor should be responsible for maintaining the slopes and pit walls in a safe condition during construction. A competent representative should be present to monitor all utility excavations and fill placement.

6.7 Construction Dewatering

Groundwater seepage was not observed within the borings. Based on this, we anticipate that dewatering may not be necessary. However, groundwater levels should be anticipated to fluctuate with seasonal and annual variations in rainfall, and

also may vary as a result of development and landscape irrigation. It is not possible to accurately predict the magnitude of subsurface water fluctuations for the utility excavation that might occur based upon short-term observations and based on widely spaced borings. The contractor should have in place a plan for dewatering should the need be required. It is not uncommon to detect groundwater seepage within the more permeable soils, within the soils above the bedrock, and through more permeable zones within the rock (fractures, joints, bedding planes, etc.).

7.0 LIMITATIONS

The professional geotechnical engineering services performed for this project, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices.

Variations in the subsurface conditions are noted at the specific boring locations for this study. As such, all users of this report should be aware that differences in depths and thicknesses of strata encountered can vary between the boring locations. Statements in the report as to subsurface conditions across the site are extrapolated from the data obtained at the specific boring locations. The number and spacing of the exploration borings were chosen to obtain geotechnical information for the design and construction of utility water lines. If there are any conditions differing significantly from those described herein, D&S should be notified to re-evaluate the recommendations contained in this report.

Recommendations contained herein are not considered applicable for an indefinite period of time. Our office must be contacted to re-evaluate the contents of this report if construction does not begin within a one-year period after completion of this report.

The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water, or groundwater.

All contractors referring to this geotechnical report should draw their own conclusions regarding excavations, construction, etc. for bidding purposes. D&S is not responsible for conclusions, opinions or recommendations made by others based on these data. The report is intended to guide preparation of project specifications and should not be used as a substitute for the project specifications.

Recommendations provided in this report are based on our understanding of information provided by the Client to us regarding the scope of work for this project. If the Client notes any differences, our office should be contacted immediately since this may materially alter the recommendations.

APPENDIX A - BORING LOGS AND SUPPORTING DATA



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY



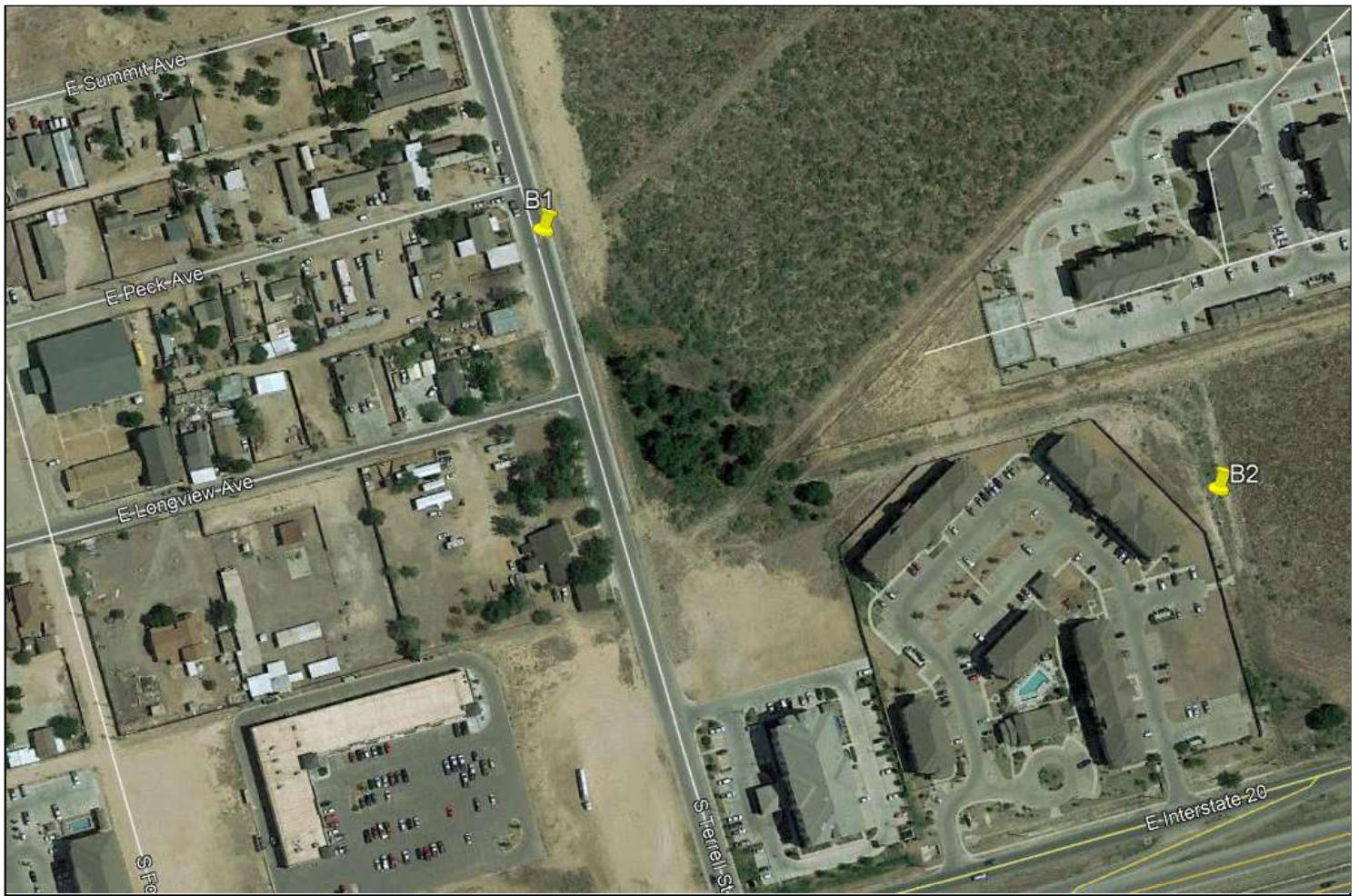
MIDLAND

PLAN OF BORINGS
MIDLAND SEWER LINE

TEXAS

SHEET NO.
G1

DATE DRILLED
April 28, 2021



****BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY****



MIDLAND

PLAN OF BORINGS
MIDLAND SEWER LINE

TEXAS

SHEET NO.

G2

DATE DRILLED
April 28, 2021

Depth (ft)	Sample Type	Hand Pen. (tsf) or SPT or TCP	Graphic Log	Legend: ■ S-Shelby Tube ⊠ N-Standard Penetration ⊡ T-Texas Cone Penetration ▮ C-Core ▩ B-Bag Sample ▽ - Water Encountered	REC (%) RQD (%)	MC (%)	Atterberg Limits			Passing #200 Sieve (%)	Total Suction (pF)	Clay (%)	Swell (%)	DUW (pcf)	Unconf. Compr. Str (ksf)
							LL (%)	PL (%)	PI						
0															
	⊠	N		SILTY SAND (SM); medium dense to very dense; light brown, brown; occasional calcareous (caliche) seams		4.9									
	⊠	N			39,50=5.0"	6.3									
5	▩	B				9.9	NP	NP	NP	28					
	⊠	N													
	⊠	N													
10															
15	⊠	N				12.5	22	13	9	52					

[illegible]



GRAIN SIZE DISTRIBUTION

ASTM D6913

PROJECT: Midland Sewer Line

CLIENT: Jacobs

PROJECT NUMBER: G20-2205

START DATE: 4/28/2021

FINISH DATE: 4/28/2021

LOGGED BY: Gaby Vasquez (D&S)

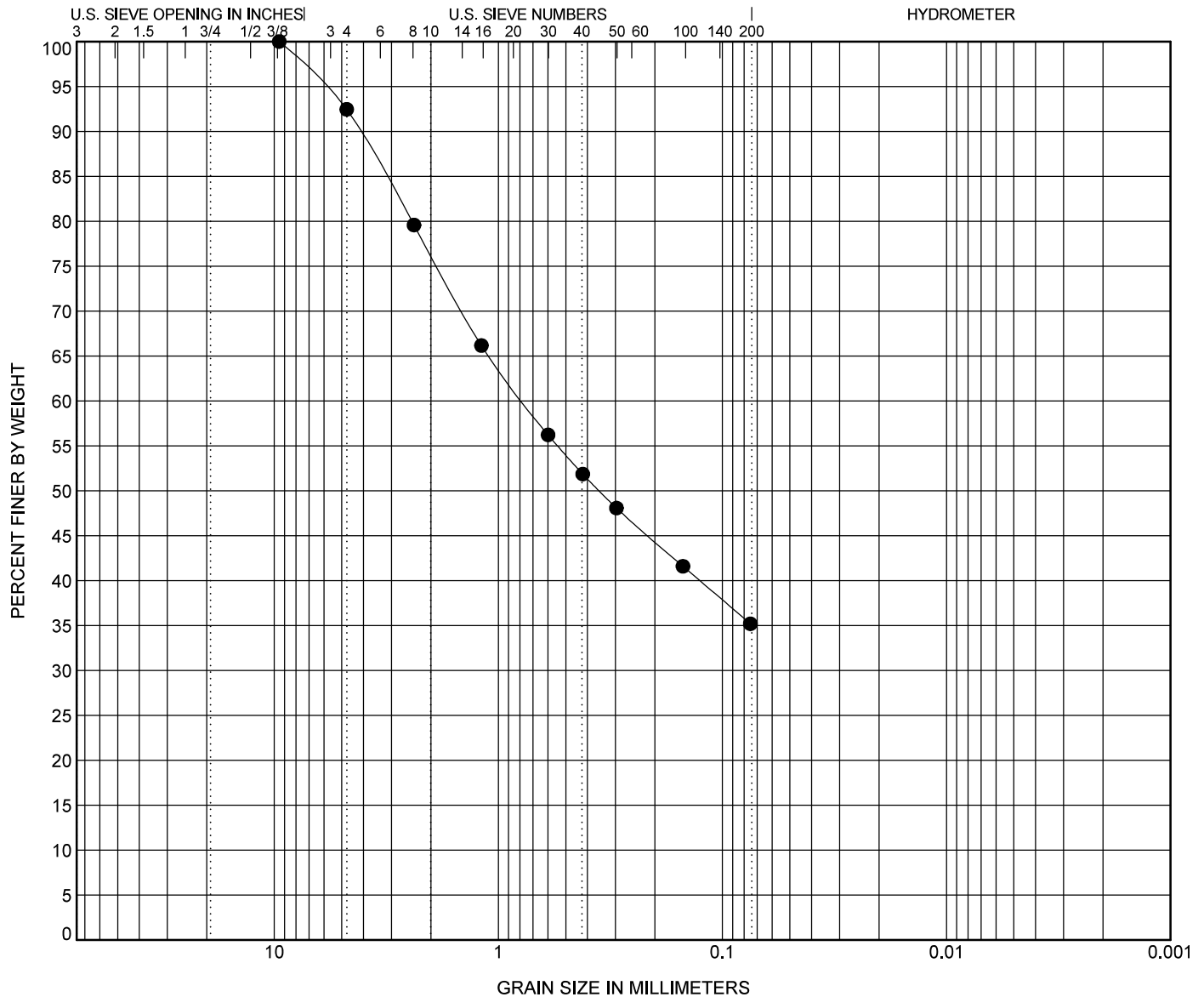
LOCATION: Midland, TX

GPS COORDINATES: N31.976658, W102.062052

GROUND ELEVATION: Approx. 2760 feet

DRILL METHOD: Hollow Stem Flight Auger

DRILLED BY: Daniel Earl (D&S)



GRAVEL		SAND			SILT OR CLAY
coarse	fine	coarse	medium	fine	

Description						LL	PL	PI	Cc	Cu
CLAYEY SAND (SC); very dense; light brown, light gray										
BOREHOLE	DEPTH	D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay	
B2	8.0	9.51	0.354	6.387		7.6	57.3		35.2	

APPENDIX B - GENERAL DESCRIPTION OF PROCEDURE

ANALYTICAL METHODS TO PREDICT MOVEMENT

CLASSIFICATION TESTS

Classification testing is perhaps the most basic, yet fundamental tool available for predicting potential movements of clay soils. Classification testing typically consists of moisture content, Atterberg Limits, and Grain-size distribution determinations. From these results a general assessment of a soil's propensity for volume change with changes in soil moisture content can be made.

Moisture Content

By studying the moisture content of the soils at varying depths and comparing them with the results of Atterberg Limits, one can estimate a rough order of magnitude of potential soil movement at various moisture contents, as well as movements with moisture changes. These tests are typically performed in accordance with ASTM D2216.

Atterberg Limits

Atterberg limits determine the liquid limit (LL), plastic limit (PL), and plasticity index (PI) of a soil. The liquid limit is the moisture content at which a soil begins to behave as a viscous fluid. The plastic limit is the moisture content at which a soil becomes workable like putty, and at which a clay soil begins to crumble when rolled into a thin thread (1/8" diameter). The PI is the numerical difference between the moisture constants at the liquid limit and the plastic limit. This test is typically performed in accordance with ASTM D4318.

Clay mineralogy and the particle size influence the Atterberg Limits values, with certain minerals (e.g., montmorillonite) and smaller particle sizes having higher PI values, and therefore higher movement potential.

A soil with a PI below about 15 to 18 is considered to be generally stable and should not experience significant movement with changes in moisture content. Soils with a PI above about 30 to 35 are considered to be highly active and may exhibit considerable movement with changes in moisture content.

Fat clays with very high liquid limits, weakly cemented sandy clays, or silty clays are examples of soils in which it can be difficult to predict movement from classification testing alone.

Grain-size Distribution

The simplest grain-size distribution test involves washing a soil specimen over the No. 200 mesh sieve with an opening size of 0.075 mm (ASTM D1140). This particle size has been defined by the engineering community as the demarcation between coarse-grained and fine-grained soils. Particles smaller than this size can be further distinguished between silt-size and clay-size particles by use of a Hydrometer test (ASTM D422). A more complete grain-size distribution test that uses sieves to relative amount of particles according is the Sieve Gradation Analysis of Soils

(ASTM D6913). Once the characteristics of the soil are determined through classification testing, a number of movement prediction techniques are available to predict the potential movement of the soils. Some of these are discussed in general below.

TEXAS DEPARTMENT OF TRANSPORTATION METHOD 124-E

The Texas Department of Transportation (TxDOT) has developed a generally simplistic method to predict movements for highways based on the plasticity index of the soil. The TxDOT method is empirical and is based on the Atterberg limits and moisture content of the subsurface soil. This method generally assumes three different initial moisture conditions: dry, "as-is", and wet. Computation of each over an assumed depth of seasonal moisture variation (usually about 15 feet or less) provides an estimate of potential movement at each initial condition. This method requires a number of additional assumptions to develop a potential movement estimate. As such, the predicted movements generally possess large uncertainties when applied to the analysis of conditions under building slabs and foundations. In our opinion, estimates derived by this method should not be used alone in determination of potential movement.

POTENTIAL VERTICAL MOVEMENT

A general index for movement is known as the Potential Vertical Rise (PVR). The actual term PVR refers to the TxDOT Method 124-E mentioned above. For the purpose of this report the term Potential Vertical Movement (PVM) will be used since PVM estimates are derived using multiple analytical techniques, not just TxDOT methods.

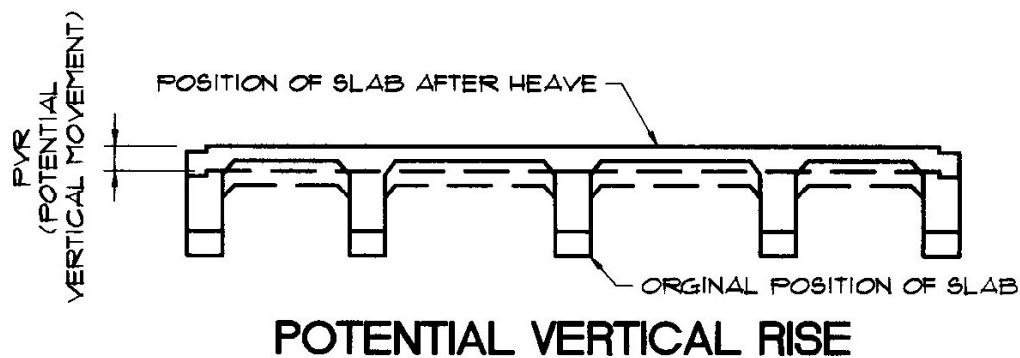
It should be noted that slabs and foundations constructed on clay or clayey soils may have at least some risk of potential vertical movement due to changes in soil moisture contents. To eliminate that risk, slabs and foundation elements may be designed as structural elements physically separated by some distance from the subgrade soils (usually 4 to 12 inches).

In some cases, a floor slab with movements as little as 1/4 of an inch may result in damage to interior walls, such as cracking in sheet rock or masonry walls, or separation of floor tiles. However, these cracks are often minor and most people consider them 'liveable'. In other cases, movement of one inch may cause significant damage, inconvenience, or even create a hazard (trip hazard or others).

Vertical movement of clay soils under slab on grade foundations due to soil moisture changes can result from a variety causes, including poor site grading and drainage, improperly prepared subgrade, trees and large shrubbery located too close to structures, utility leaks or breaks, poor subgrade maintenance such as inadequate or excessive irrigation, or other causes. The potential for post-construction vertical movement can be minimized through adequate design, proper construction, and adherence to the recommendations contained herein for post-construction maintenance.

POTENTIAL VERTICAL MOVEMENT (PVM)

PVM is generally considered to be a measurement of the change in height of a foundation from the elevation it was originally placed. Experience and generally accepted practice suggest that if the PVM of a site is less than one inch, the associated differential movement will be minor and acceptable to most people.



SETTLEMENT

Settlement is a measure of a downward movement due to consolidation of soil. This can occur from improperly placed fill (uncompacted or under-compacted), loose native soil, or from large amounts of unconfined sandy material. Properly compacted fill may settle approximately 1 percent of its depth, particularly when fill depths exceed 10 feet.

SPECIAL COMMENTARY ON CONCRETE AND EARTHWORK**RESTRAINT TO SHRINKAGE CRACKS**

One of the characteristics of concrete is that during the curing process shrinkage occurs and if there are any restraints to prevent the concrete from shrinking, cracks can form. In a typical slab on grade or structurally suspended foundation there will be cracks due to interior beams and piers that restrict shrinkage. This restriction is called Restraint to Shrinkage (RTS). In post tensioned slabs, the post tensioning strands are slack when installed and must be stressed at a later time. The best procedure is to stress the cables approximately 30 percent within one to two days of placing the concrete. Then the cables are stressed fully when the concrete reaches greater strength, usually in 7 days. During this time before the cables are stressed fully, the concrete may crack more than conventionally reinforced slabs. When the cables are stressed, some of the cracks will pull together. These RTS cracks do not normally adversely affect the overall performance of the foundation. It should be noted that for exposed floors, especially those that will be painted, stained, or stamped, these cracks may be aesthetically unacceptable. Any tile which is applied directly to concrete or over a mortar bed over concrete has a high probability of minor cracks occurring in the tile due to RTS. It is recommended if tile is used to install expansion joints in appropriate locations to minimize these cracks.

UTILITY TRENCH EXCAVATION

Trench excavation for utilities should be sloped or braced in the interest of safety. Attention is drawn to OSHA Safety and Health Standards (29 CFR 1926/1910), Subpart P, regarding trench excavations greater than 5 feet in depth.

FIELD SUPERVISION AND DENSITY TESTING

Construction observation and testing by a field technician under the direction of a licensed geotechnical engineer should be provided. Some adjustments in the test frequencies may be required based upon the general fill types and soil conditions at the time of fill placement.

We recommend that all site and subgrade preparation, proof rolling, and pavement construction be monitored by a qualified engineering firm. Density tests should be performed to verify proper compaction and moisture content of any earthwork. For utility trench backfill, we recommend field density and moisture content determinations be made on each lift of fill with a minimum one (1) test performed per lift per 100 linear feet of trench. D&S would be pleased to provide these services in support of this project. Inspection should be performed prior to and during concrete placement operations. D&S would be pleased to assist you on this project.

**DRAWINGS
(BOUND SEPARATELY)**

MAYOR
PATRICK PAYTON
COUNCIL MEMBERS

DISTRICT 1
DISTRICT 2
DISTRICT 3
DISTRICT 4
AT LARGE
AT LARGE

CITY MANAGER
ROBERT PATRICK
DIRECTOR OF UTILITIES
CARL CRAIGO, P.E.
ENGINEERING MANAGER - CIP
JOSH FERGUSON, P.E.

CITY OF MIDLAND, 300 N. LORAIN ST.
MIDLAND, TEXAS 79701

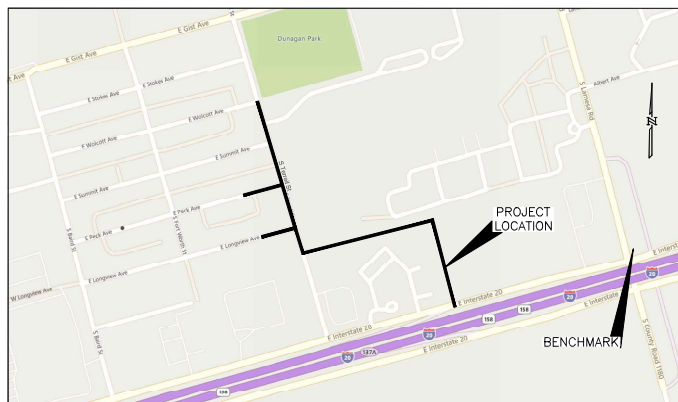
CONTRACTOR _____

DATE WORK _____
BEGAN _____

DATE WORK _____
COMPLETED _____

DATE WORK _____
ACCEPTED _____

FINAL CONTRACT _____
COST _____



VICINITY MAP
N.T.S.

SHEET INDEX

- C-101 COVER
- C-102 GENERAL NOTES
- C-103 GENERAL NOTES, LEGEND AND ABBREVIATIONS
- C-201 EXISTING CONDITIONS MASTER LAYOUT
- C-202 EXISTING CONDITION VIEW 1-2
- C-203 EXISTING CONDITION VIEW 3
- C-401 DEMOLITION PLAN MASTER LAYOUT
- C-402 DEMOLITION PLAN ENLARGED VIEW 1-2 OF 6
- C-403 DEMOLITION PLAN ENLARGED VIEW 3 OF 6
- C-404 DEMOLITION PLAN ENLARGED VIEW 4 OF 6
- C-405 DEMOLITION PLAN ENLARGED VIEW 5 OF 6
- C-406 DEMOLITION PLAN ENLARGED VIEW 6 OF 6
- C-601 WASTEWATER PLAN MASTER LAYOUT
- C-602 PLAN & PROFILE STA. 0+00 - 7+00
- C-603 PLAN & PROFILE STA. 7+00 - 14+00
- C-604 PLAN & PROFILE STA. 14+00 - 14+50
- C-605 PLAN & PROFILE & P.EEK & LONGEVITY EXTENSION
- C-701 DETAIL 1
- C-702 DETAIL - 2
- C-703 DETAIL - 3
- C-704 DETAIL - 4
- C-705 DETAIL - 5
- C-706 DETAIL - 6

The logo for JACOBS MIDLAND features a stylized blue city skyline with several buildings of varying heights. Above the skyline, the word 'JACOBS' is written in a large, bold, black sans-serif font. Below the skyline, the word 'MIDLAND' is written in a large, bold, black sans-serif font. Underneath 'MIDLAND', the phrase 'Feel the Energy!' is written in a smaller, italicized, blue sans-serif font. At the very bottom of the logo, the text 'A CH2M HILL COMPANY' is written in a small, black sans-serif font.

i) THIS DESIGN IS FOR PUBLIC WASTEWATER IMPROVEMENTS ON TERRELL STREET AT INTERSTATE 20.

- ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND SPECIFICATIONS ARE REQUIRED TO COMPLY WITH THE CITY OF MIDLAND STANDARDS, REGULATIONS, REQUIREMENTS AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND REGULATIONS, REQUIREMENTS AND STANDARDS DO NOT COVER A RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
- ii) ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM 83 (NAD 83) WITH DATUM OF 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.
- iii) EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE BASED ON LOCATED SURVEYS OF MEDICAL, STREET, AND UTILITY INSPECTIONS, AND SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION AND FOR NOTIFYING THE REGISTERED ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
- iv) EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND STANDARDS, REGULATIONS, REQUIREMENTS, SURVEYS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION AND FOR NOTIFYING THE REGISTERED ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
- v) CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY ARE OWNED BY THE CITY OF MIDLAND.
- vi) ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO THE ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.
- vii) TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARDS, REGULATIONS, REQUIREMENTS, AND BUSINESS DAY BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
- viii) CONTRACTOR IS REQUIRED TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 1400 HOURS (4:00 PM) IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.
- ix) MATERIAL STORAGE IS TO BE PLACED AT WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.
- x) OSHA REQUIREMENTS AND ALL OTHER APPLICABLE OSHA REQUIREMENTS OF CITY OF MIDLAND AND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
- xi) CONTRACTOR MUST COMPLY WITH ALL STOPPING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
- xii) CONTRACTOR IS REMINDING THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

THIRD PARTY UTILITY NOTES:

1. **GRANDE COMMUNICATIONS – PRIOR TO CONSTRUCTION, CONTACT RUBEN GUERRA AT (432) 653-9000 TO COORDINATE CROSSING OF GRANDE COMMUNICATIONS FIBER OPTIC LINE. ADDITIONALLY, PRIOR TO CROSSING THE LINE, CONTACT THE REPRESENTATIVE FROM GRANDE COMMUNICATIONS CAN BE PRESENT WHILE PERFORMING THE WORK.**
2. **HOLLY ENERGY PARTNERS – HOLLY ENERGY PARTNERS OIL PIPELINE IS CURRENTLY INACTIVE. PRIOR TO CROSSING THE LINE, CONTACT THE REPRESENTATIVE FROM HOLLY ENERGY AT (432) 254-3507 PRIOR TO CROSSING THE OIL PIPELINE SO THAT THEY CAN BE PRESENT TO DETERMINE THE LOCATION OF THE PIPELINE.**
3. **ATMOS ENERGY – PRIOR TO CONSTRUCTION, CONTACT MARK LIEB AT (432) 987-0700 TO DETERMINE MONITORING REQUIREMENTS DURING CONSTRUCTION.**
4. **CENTURION OIL PIPELINE – PRIOR TO CONSTRUCTION, CONTACT CHRIS CANTRELL AT (281) 406-0629 TO DETERMINE MONITORING REQUIREMENTS DURING CONSTRUCTION.**
5. **CONTRACTOR TO NOTIFY ONCOR POWER BEFORE DECOMMISSIONING OF LIFT STATION AND ASSOCIATED ELECTRICAL EQUIPMENT.**

EROSION CONTROL NOTES:

- [illegible]

- H. CONTRACTOR HAS SOLE RESPONSIBILITY FOR WEEDING OR STABILIZING TO EXISTING OR REMOVED EROSION CONTROL MEASURES AND/OR TO REPAIR OR REPLACE ANY EROSION CONTROL MEASURES IN DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.
- I. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR WEEDING OR STABILIZING TO EXISTING OR REMOVED EROSION CONTROL MEASURES AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT TO PREVENT EROSION.
- J. 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 ACCUMULATES TO THE POINT AS TO CAUSE EROSION CONTROL MEASURES TO BE UNEFFECTIVE.
- K. REMOVE AND REPAIR OR REPLACE ANY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ON PROJECT SITE IS STABILIZED. THIS IS NOT TO BE INTERPRETED AS A REQUIREMENT TO REMOVE ALL EROSION CONTROL MEASURES.
- L. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

CONSTRUCTION NOTES

1. EXISTING BENCHMARK LOCATED AT APPROXIMATELY 10' FT. ON THE EAST SIDE OF S. LAMAR RD. ELEVATION IS 196.78'. CONCRETE COLLARS TO BE PLACED AROUND EACH BENCHMARK. CONCRETE COLLARS TO BE PLACED UNDER BRIDGE AT S. LAMAR RD. BENCHMARK #3S (ALUMINUM CAP MIDLAND) BENCHMARK ELEVATION IS 196.78'. BENCHMARK #4S (CONCRETE) ELEVATION IS 196.79'.
2. ALL DIMENSIONS MEASURED TO CURVE ARE MEASURED TO BACK-OF-CURV
3. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
4. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
5. NEW AND/OR EXISTING VALVE, MANHOLE, JUNCTION INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER OR NOT THE COVER IS TO BE SET INTO THE PAVEMENT.
6. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILTY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
7. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0 POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LB./1.0 CY) UNLESS OTHERWISE NOTED IN THE SPECIFICATIONS.
8. ALL CONCRETE PAYMENT, FILLT, VALLEY GUTTER, APPROACH, AND COLLECTORLANTS ARE TO BE SEALED PER CITY STANDARDS.
9. CONTRACTOR TO MATCH DESIGN GRADERS AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
10. CONTRACTOR IS TO MATCH EXISTING GRADERS AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
11. COORDINATE ALL SIGNAL POLE, SIGNAL CONTROL, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
12. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
13. PLACE GRADE FENCING ALONG SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN CROSSINGS.

VARIETY	LBS. P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEGRASS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPARGANGLER	1.0

ED MOUNTAIN TOTALING 20 LBS P.L.S. / ACRE, WHEN SEED

VARIETY	LBS. P.L.S. / ACRE
MILLET	4.0
SIDEGRASS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0

GREENS GRASS VARIETY IS NOT AVAILABLE, SUBMIT PROJECT ENGINEER FOR APPROVAL. PERMISSION IS GRANTED AFTER PROJECT ENGINEER IS SATISFIED VARIETIES ARE NOT AVAILABLE.
LIVER ALL FERTILIZER IN BAGS OR CONTAINERS FOR ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER NO LESS THAN 100 LBS N₂ / ACRE. APPLY FERTILIZER WITH SEEDING.
B. SOIL RESPONSIBILITY FOR VEGETATING OR STABILIZING

Journal of Interpersonal Violence 33(10) 1815-1836
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DOI: 10.1177/0886260518771111
jiv.sagepub.com

- ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMAINING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH MINIMUM TWENTY FIVE (25) TON PNEUMATIC ROLLERS TO A MINIMUM OF 1000' PER HOUR. ALL EXISTING MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEFORE TO ENSURE PROPER COMPACTION.
- ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ADJACENT EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
- PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL EXISTING CONCRETE SURFACES. PRIME COAT SHALL BE APPLIED TO JOINTS WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING CURBS.
- APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHERE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS WHERE ASPHALT PAVEMENT MEETS CURBS AND JOINTS. IN ADDITION, APPLY TACK COAT WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT LIP OF CURBS.
- BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
- ALL CONCRETE PAVEMENT JOINTS ARE TO BE SLOED IN COMPLIANCE WITH CITY OF MIDLAND COUNTY SPECIFICATIONS. JOINTS ARE NOT TO APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK OR CURB JOINTS.
- ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURBS AND PROPOSED CURBS.
- ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH CITY OF MIDLAND COUNTY SPECIFICATIONS. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED FLUSH WITH ADJACENT TOP OF CURB WHEN LOCATED NEXT TO CURB SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING SIDEWALK. EXISTING SIDEWALKS ARE TO BE MAINTAINED TO EXISTING FINISH. ANY SIDEWALK SLOPE EXCEEDS 5% SLOPE WHEN FOLLOWING EXISTING ROADWAY TO BE MAINTAINED TO EXISTING FINISH.

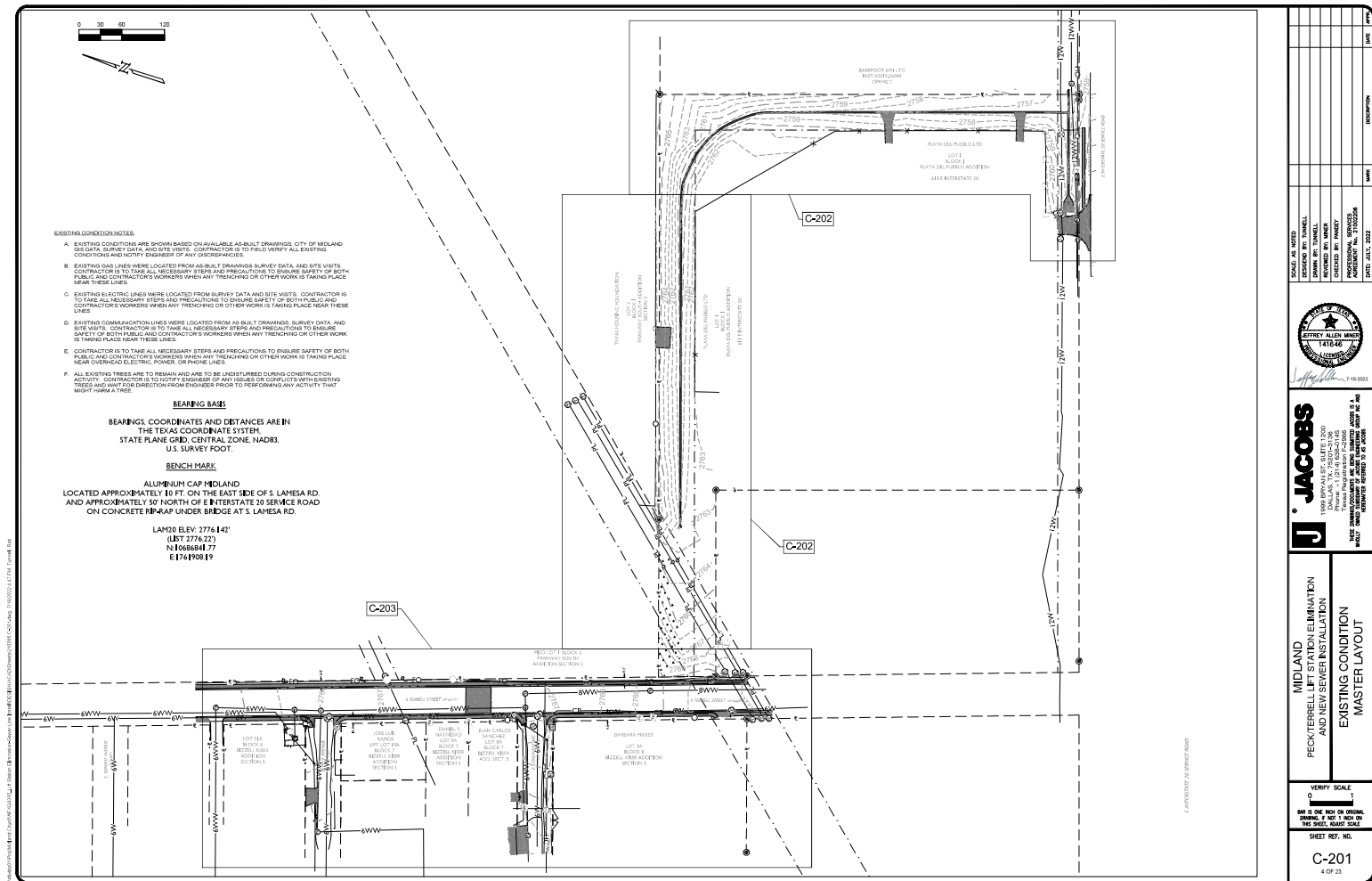
- K. LAY-DOWN OPERATIONS:
 - 1. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF INDIANAPOLIS SPECIFICATIONS, PROVIDE ASPHALT PAVING THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
 - 2. CURB JOINTS IN SURFACE SHALL BE PLACED AT MAXIMUM LINES BY SIX INCHES (6") WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
- L. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
- M. PLACE CONCRETE PAVEMENT WITHIN 45 MINUTES OF BATCHING AND USE VIBRATORY EQUIPMENT TO COMPACT THE CONCRETE TO 2% NOISE. CONCRETE TO BE PLACED TO DISPERSE CONCRETE PAVEMENT SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
- N. SAWCUT ALL CONTROL JOINTS, JOINT SPACING TO NORMALLY BE MINIMUM 10' X 10' AND MAXIMUM 16' X 15'. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURB OR CONCRETE EDGES.
- O. WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2' AND NO FURTHER THAN 10'0" APART.
- P. CURB JOINTS ARE TO BE JOINT JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE JOINT JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB AND GUTTER.
- Q. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB.
- R. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5'0" WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.
- S. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

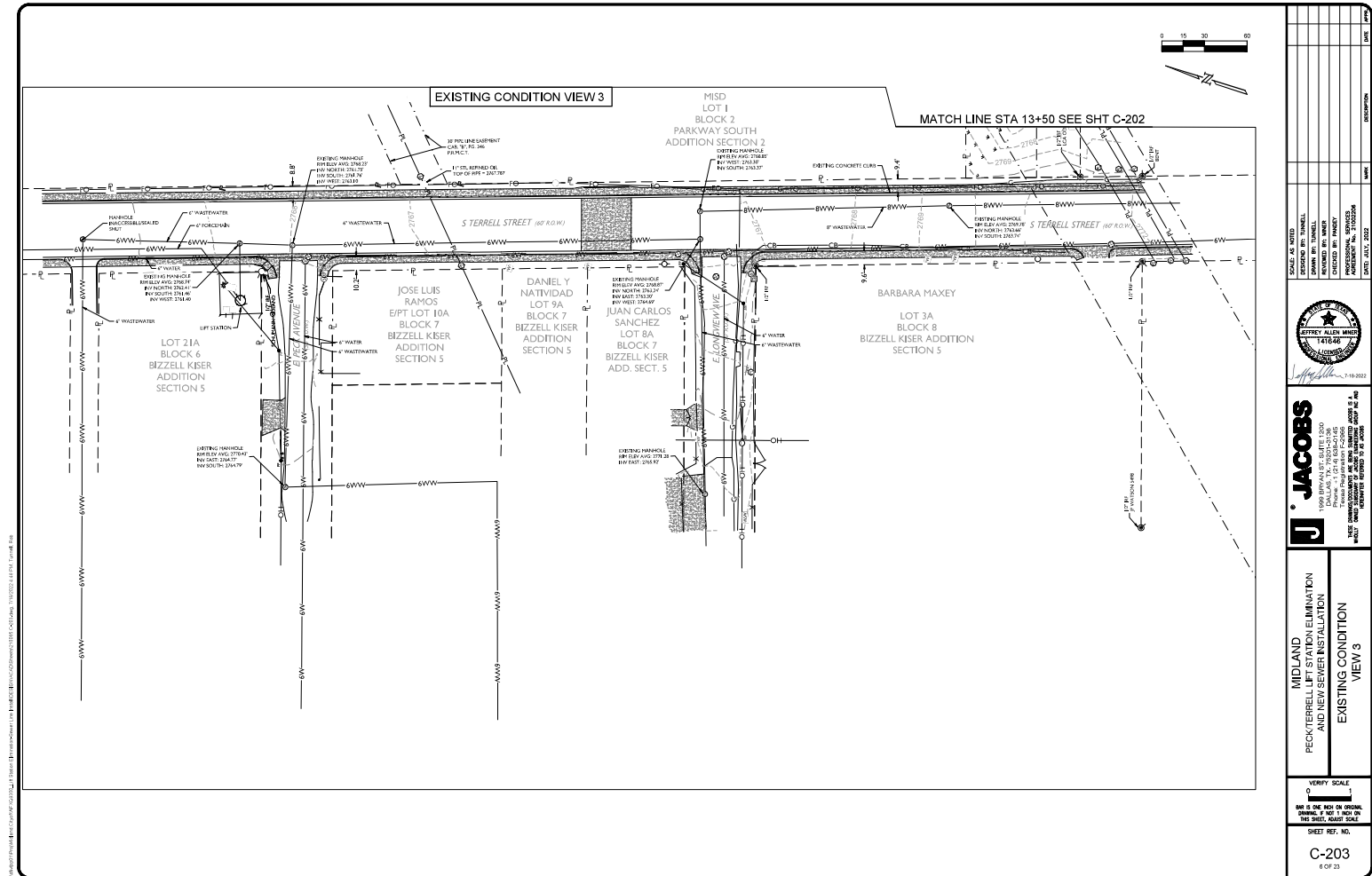
A. CONTRACTOR IS TO ENSURE POSITIVE SURFACE DRAINAGE THROUGHOUT PROJECT SITE WITH SPECIAL ATTENTION GIVEN TO SURFACE DRAINAGE AT ALL INTERSECTIONS.

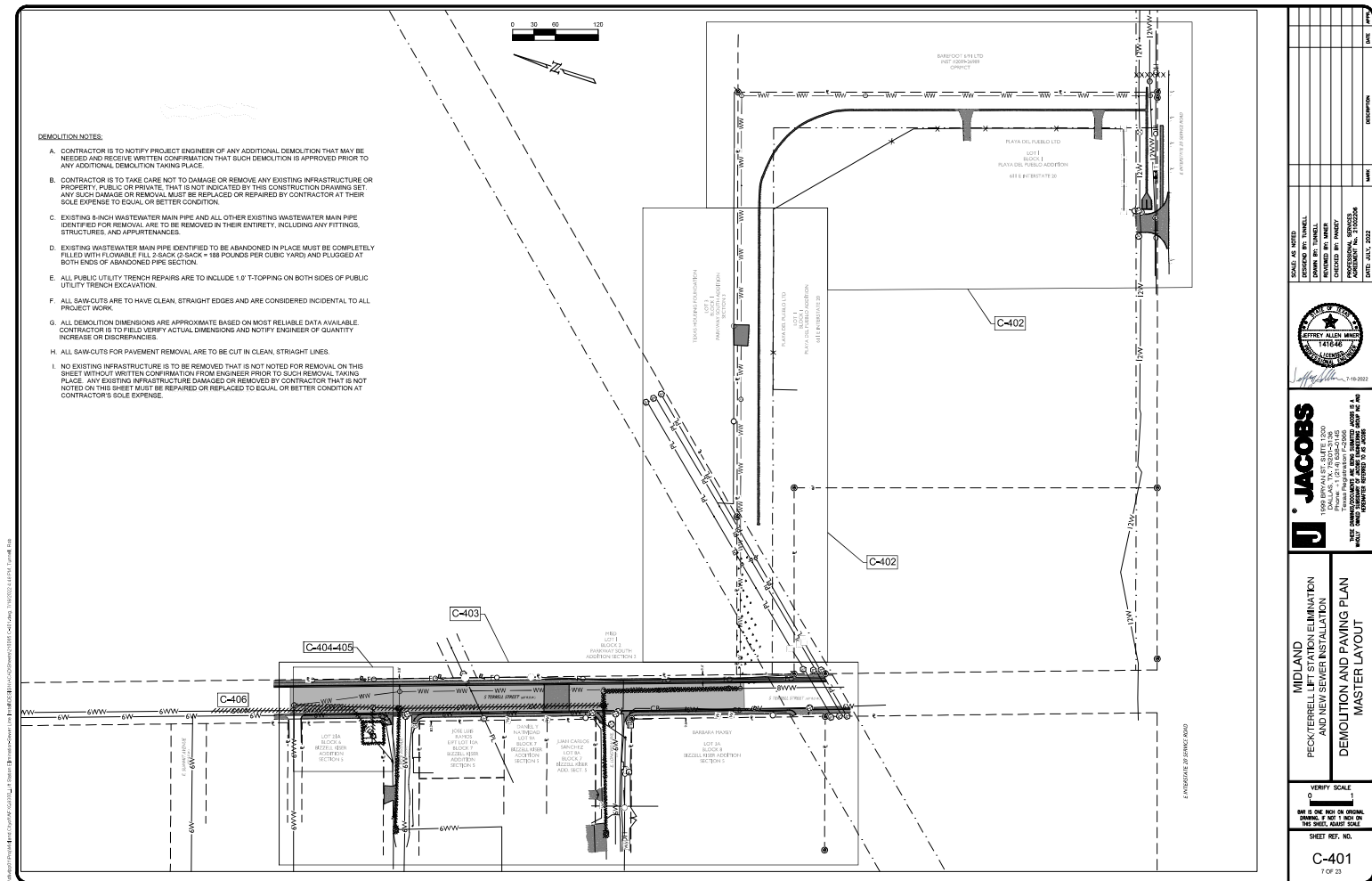
B. CONTRACTOR IS TO CORRECT ANY SURFACE GRADES INSTALLED THAT RESULT IN WATER PONDING OR COLLECTING IN ANY LOCATION NOT INTENDED FOR COLLECTION, I.E. ANYWHERE THAT IS NOT A BASIN, POND, INLET, ETC. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER IF WATER PONDING OR COLLECTING IS BELIEVED TO BE CAUSED BY DESIGN ERROR AND WAIT FOR DIRECTION FROM PROJECT ENGINEER BEFORE PROCEEDING WITH ANY FIELD CHANGES.

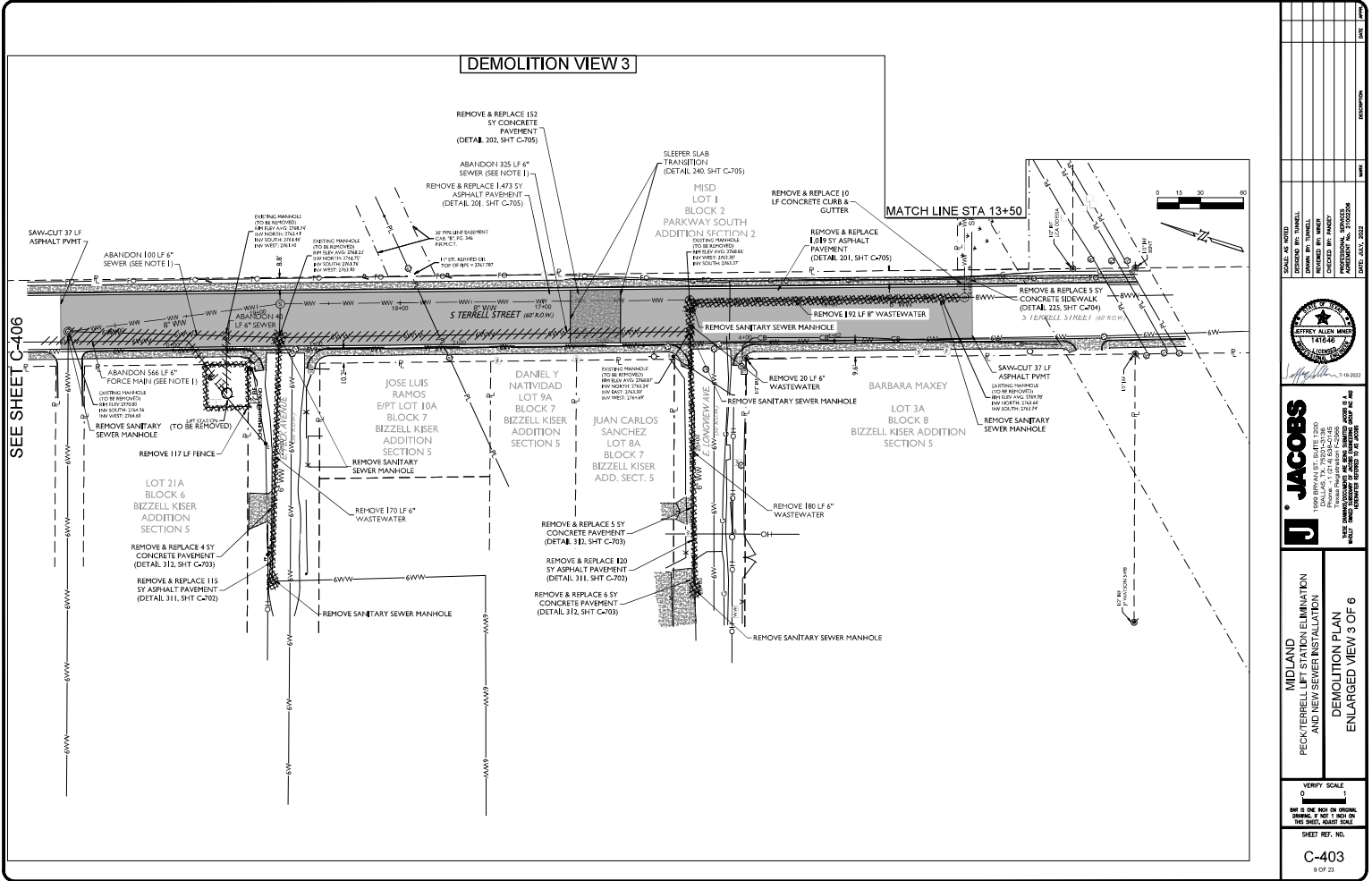
FOUND MONUMENT AS NOTED EXISTING ELECTRIC METER EXISTING FIRE HYDRANT EXISTING MANHOLE EXISTING PIPELINE MARKER EXISTING PIPELINE TEST STATION EXISTING POWER POLE EXISTING TELECOM BOX EXISTING TELEPHONE PEDESTAL EXISTING TRANSFORMER PAD EXISTING WATER METER EXISTING WATER VALVE EXISTING FLAG (PIN) EXISTING SIGN EXISTING POTHOLES	PROPOSED WASTEWATER LINE PROPOSED REMOVE AND REPLACE PROPERTY LINE EASEMENT EXISTING MAJOR CONTOUR EXISTING MINOR CONTOUR EXISTING CHAIN LINK FENCE EXISTING FENCE EXISTING PETROLEUM LINE EXISTING FIBER OPTIC EXISTING 6" WATER LINE EXISTING 12" WATER LINE EXISTING 6" WASTEWATER EXISTING 8" WASTEWATER EXISTING 12" WASTEWATER EXISTING UNDERGROUND CABLE LINE EXISTING GAS LINE EXISTING OVERHEAD ELECTRIC LINE EXISTING CONCRETE EXISTING THICK BRUSH AND TREES ABANDON EXISTING UTILITY LINE REMOVE EXISTING UTILITY BAGS CURB GRAVEL OR SAND BAGS	SILT FENCE ROCK FILTER DAM CURB INLET PROTECTION
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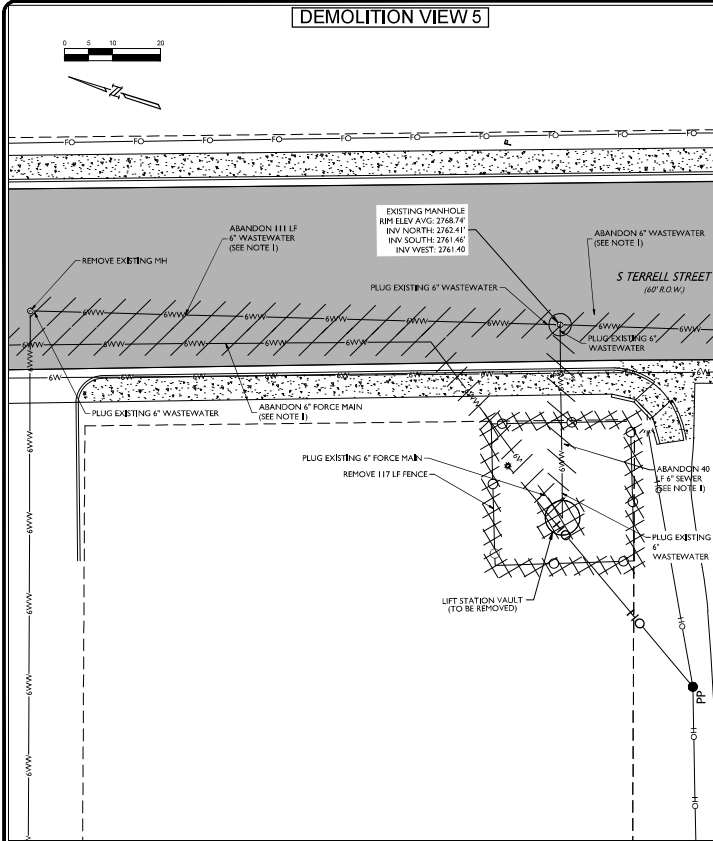
CB	CABLE
CL	CENTERLINE
FO	FIBER OPTIC
FL	FLOW LINE
G	GAS LINE
INV	INVERT
IRF	IRON ROD FOUND
OH	OVERHEAD POWER LINE
PE	POLYETHYLENE
PL	PETROLEUM PIPE LINE LINE
R	PROPERTY LINE
STA	STATION
STL	STEEL
WW	WASTEWATER
W	WATER



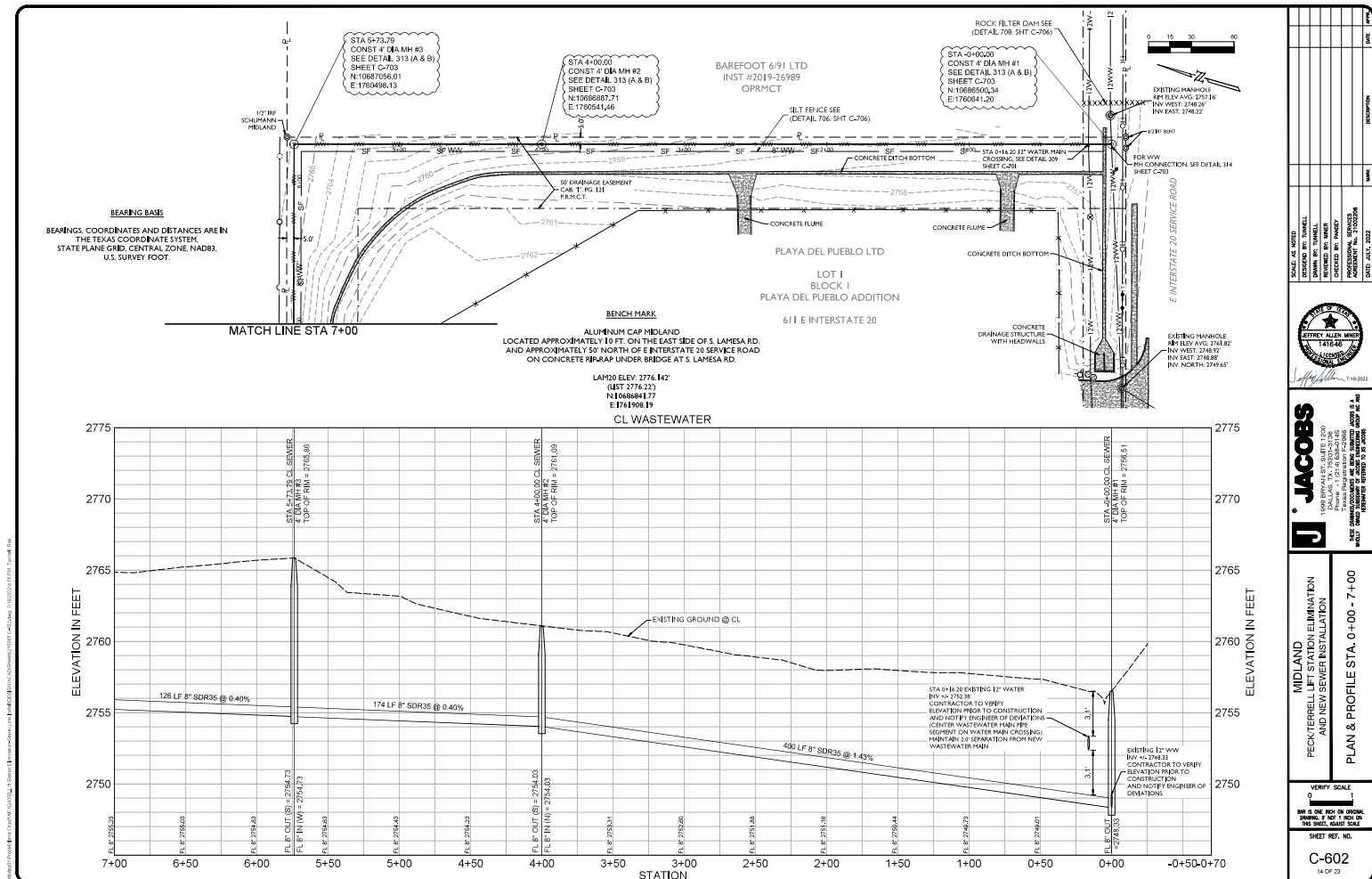


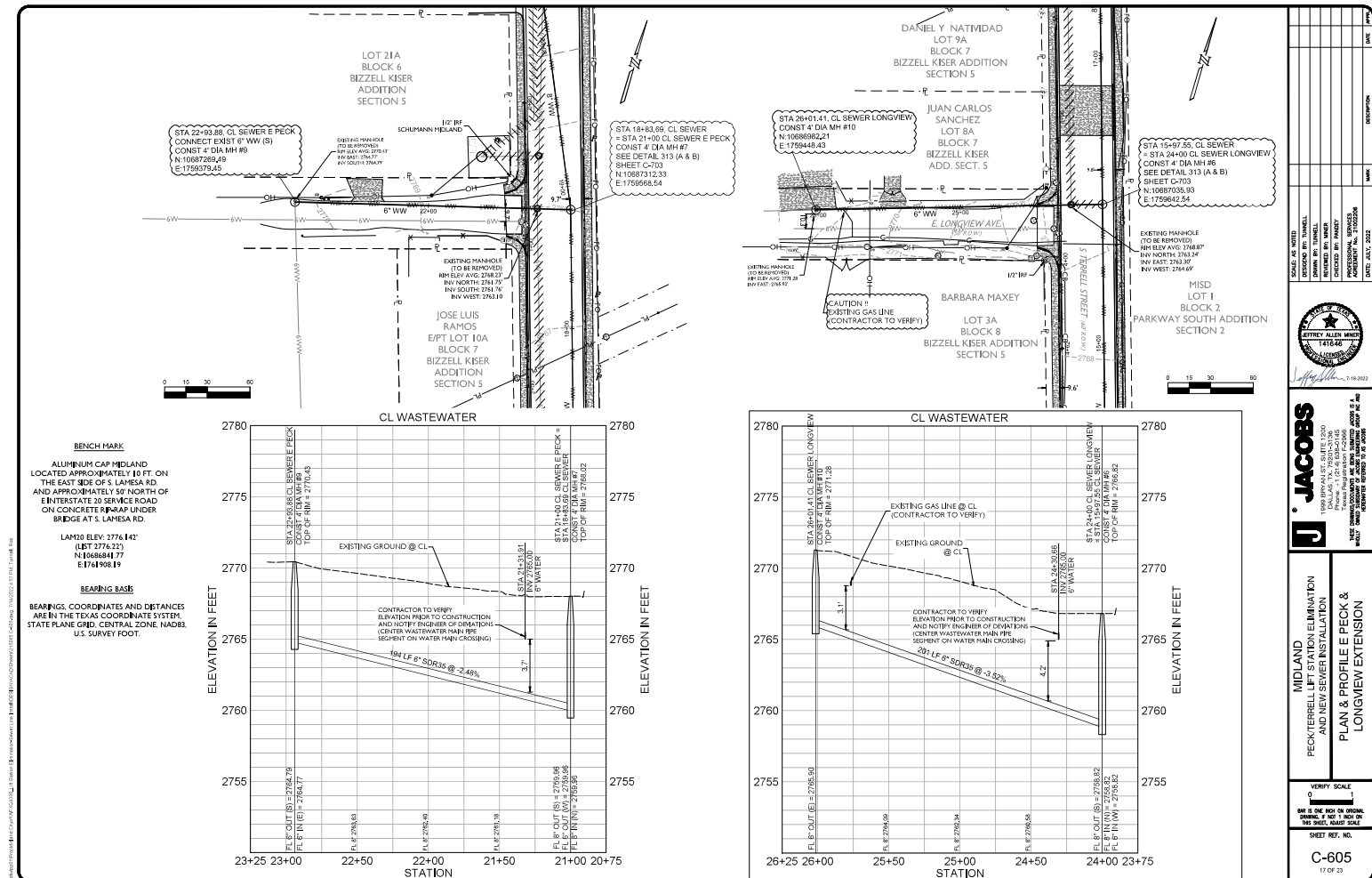


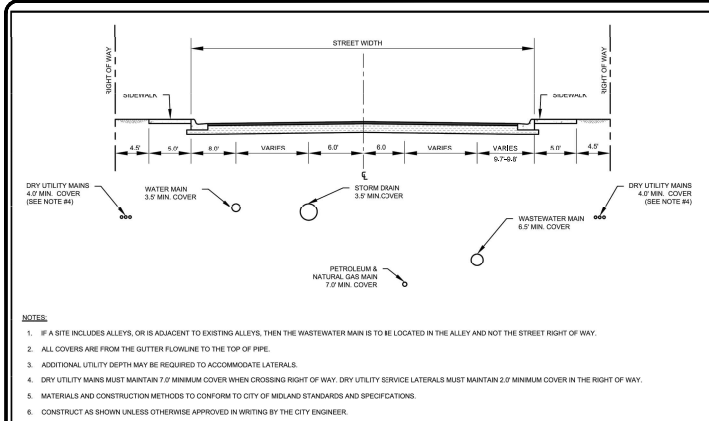




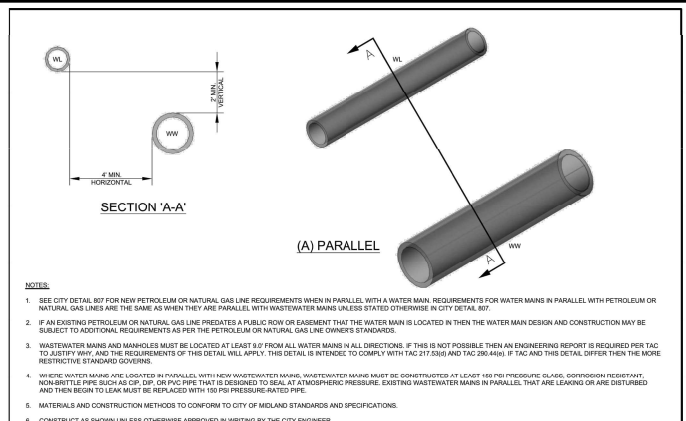
SCALE: AS SHOWN DESIGNED BY: TUNELL DRAWN BY: TUNELL CHECKED BY: TUNELL APPROVED BY: TUNELL DATE: JULY 2022		SHEET NO. 11 OF 21 SHEET TITLE: C-405
		MIDLAND PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION DEMOLITION PLAN ENLARGED VIEW 5 OF 6
VERIFY SCALE 0 1 DIM. IS ONE INCH OR ORIGINAL DIMENSIONS, IF NOT, 1 INCH ON THIS SHEET, UNLESS NOTED		SHEET REF. NO. C-405 11 OF 21



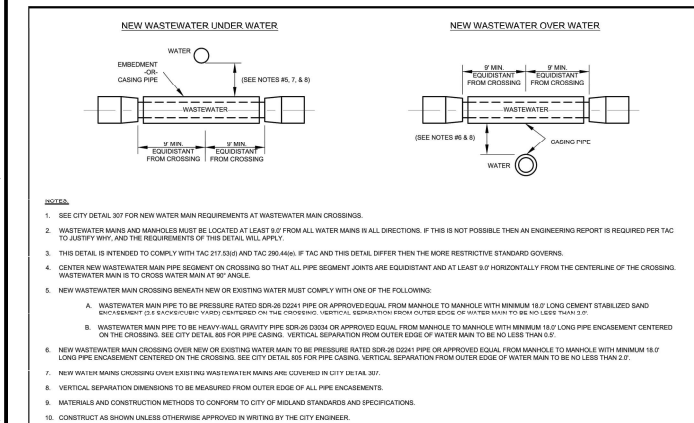




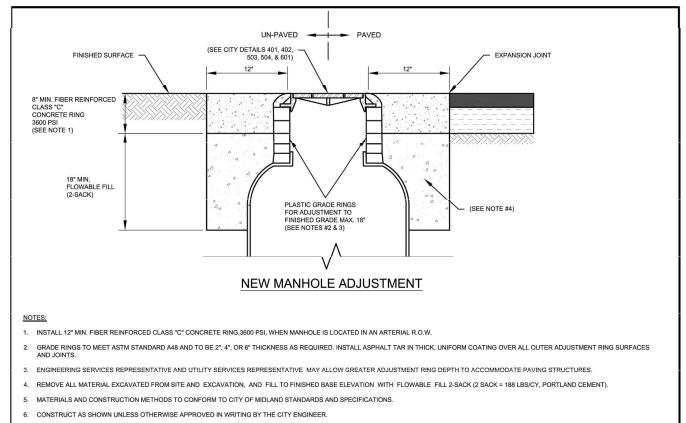
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	LOCAL STREET UTILITY MAIN SPACING		
APPROVED: MCC	304		



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	PARALLEL WATER & WASTEWATER SPACING		
APPROVED: MCC	306		



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WASTEWATER MAIN CROSSING WATER MAIN		
APPROVED: MCC	309		



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW MANHOLE ADJUSTMENT		
APPROVED: MCC	316		

SCALE: AS SHOWN	DATE: JULY 2022
DRAWN BY: TUNELL	CHECKED BY: TUNELL
REVIEWED BY: TUNELL	APPROVED BY: TUNELL
SHEET NO. 1 OF 1	
PROJECT: C-701	
SHEET REF. NO.	
DATE: JULY 2022	

JACOBS

MIDLAND

PECKTHERLIFT STATION ELEVATION AND NEW SEWER INSTALLATION

DETAIL - 1

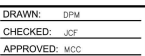
C-701

18 OF 23



- ## NOTES

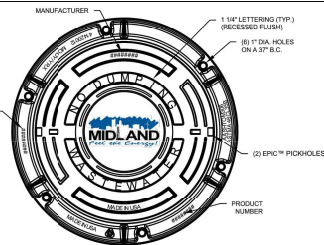
1. PLUG ALL WASTEWATER MAIN AND STORM DRAIN STUB OUTS. SECURE PLASTIC PLUG TO END OF STORM DRAIN.
2. FITTINGS TO BE POLY WRAPPED BEFORE BACKFILLING.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



EFFECTIVE DATE:	10/01/2018
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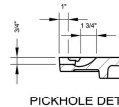
GRAVITY MAIN PLUG

DETAIL:

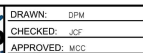


NOTES

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
"NO DUMPING"
CITY OF MIDLAND LOGO
"WASTEWATER"
- EAST JORDAN V14202/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



PICKHOLE DETAIL



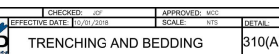
EFFECTIVE DATE	10/01/2018
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TYPICAL WASTEWATER MANHOLE COVER

DETAIL



2. APPLIES TO ALL PIPE TYPES, EXCEPT RNM, PVC, ETC.
3. TYPES SELECT FILL BACKFILL BENEATH ALL BURIED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USED FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS 5% SLL AND 5% SP.
4. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN < 2".
5. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
6. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 15" LAYERS OF LISTS AND COMPACT TO MAXIMUM OF COMPACTED LISTS.
7. REFER TO CITY DETAILS AT 2ND EDITION OF CITY DETAIL 33363-88 REPAIRS/REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 33363-88 SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF INDIANAPOLIS STANDARDS AND SPECIFICATIONS.
9. CONTRACTOR AS SHOWN UNLESS OTHERWISE APPEARED IN WRITING BY THE CITY ENGINEER.

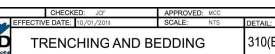


TRENCHING AND BEDDING

310(A



ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDROCK



TRENCHING AND BEDDING

310(E)

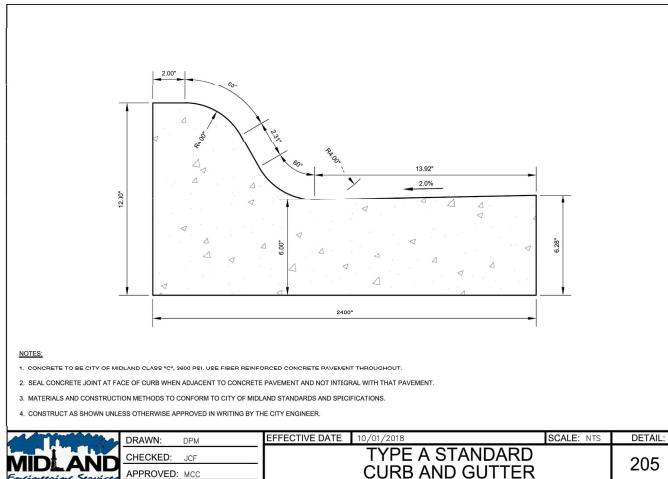
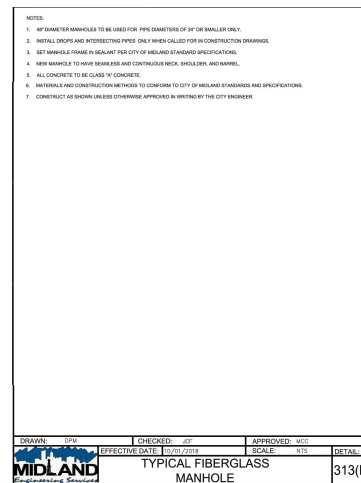
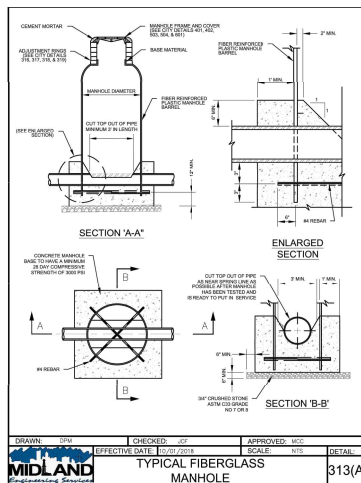
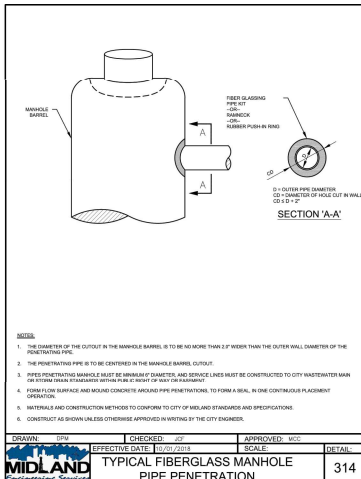
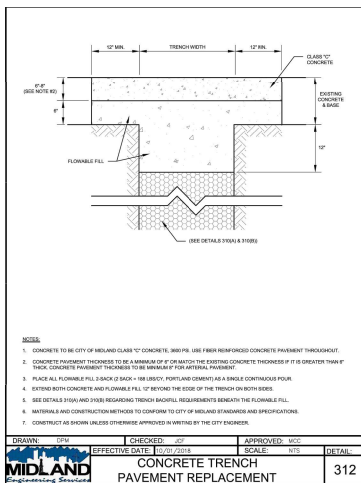


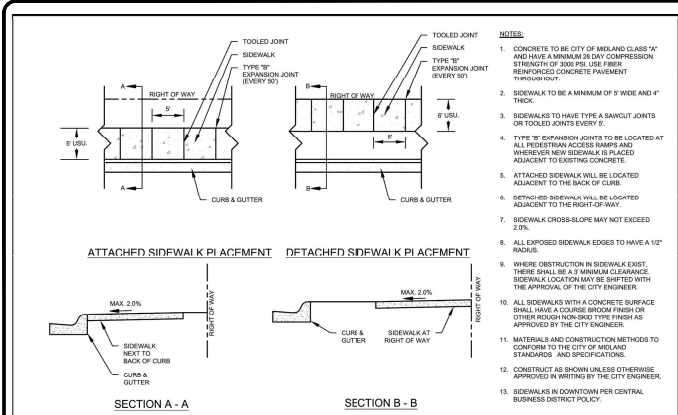
1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2' LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2' BACK 2' BACK 18" MODIFIED PORTLAND CEMENT AS A SINGLE CONTINUOUS POUR.
4. LAY TOPPING ASPHALT PREPARED FILL 2" MINIMUM OVER BACK OF SUB FILL PREPARED ON SUBGRADE.
5. SET DETAIL 2' FILL AND FIVE-REINFORCED TRENCH BACKFILL ACCORDING TO THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MELBOURNE STANDARDS AND SPECIFICATIONS.
7. CONTRACTOR AS SHOWN UNLESS OTHERWISE APPROVED BY WRITING OF THE CITY ENGINEER.



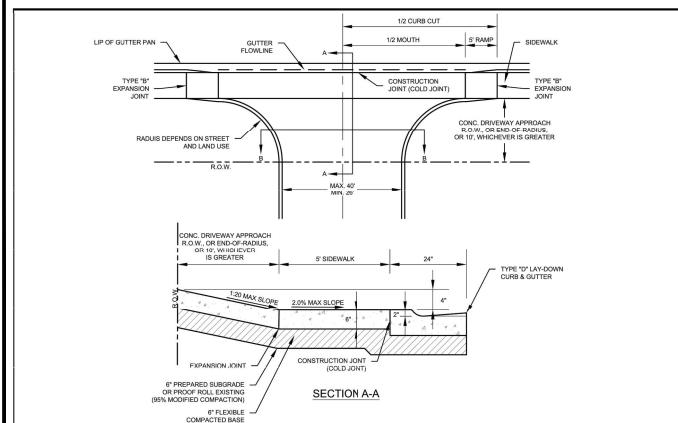
ASPHALT TRENCH
PAVEMENT REPLACEMENT

31-

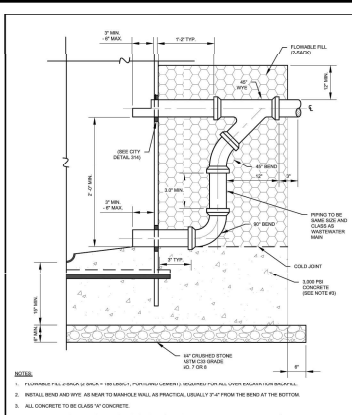




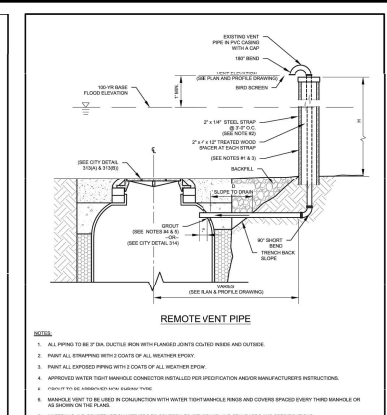
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 225
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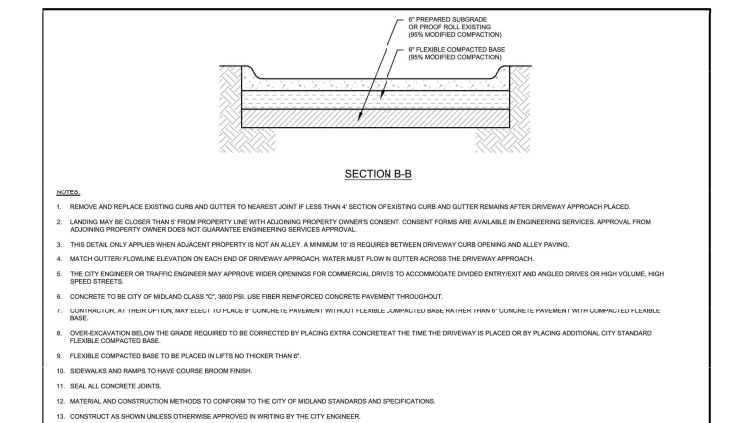
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 221(A)
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MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 501
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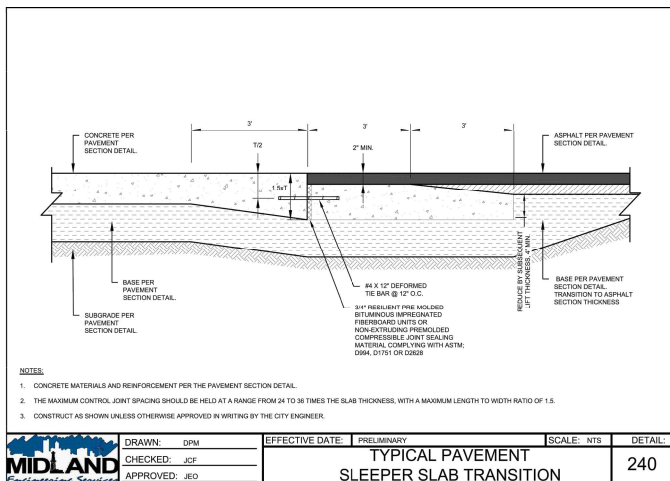
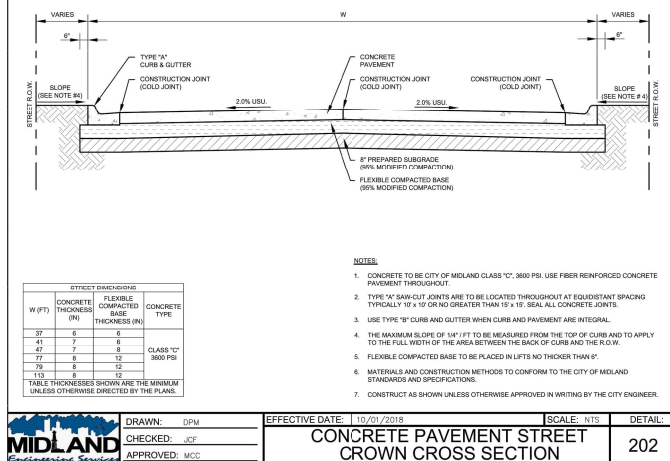
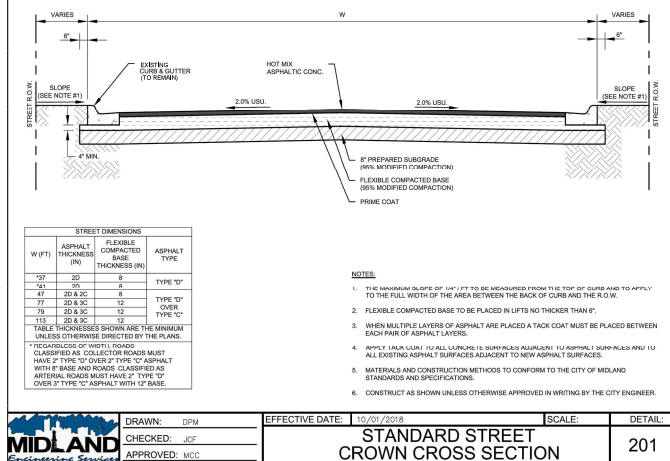


MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 505
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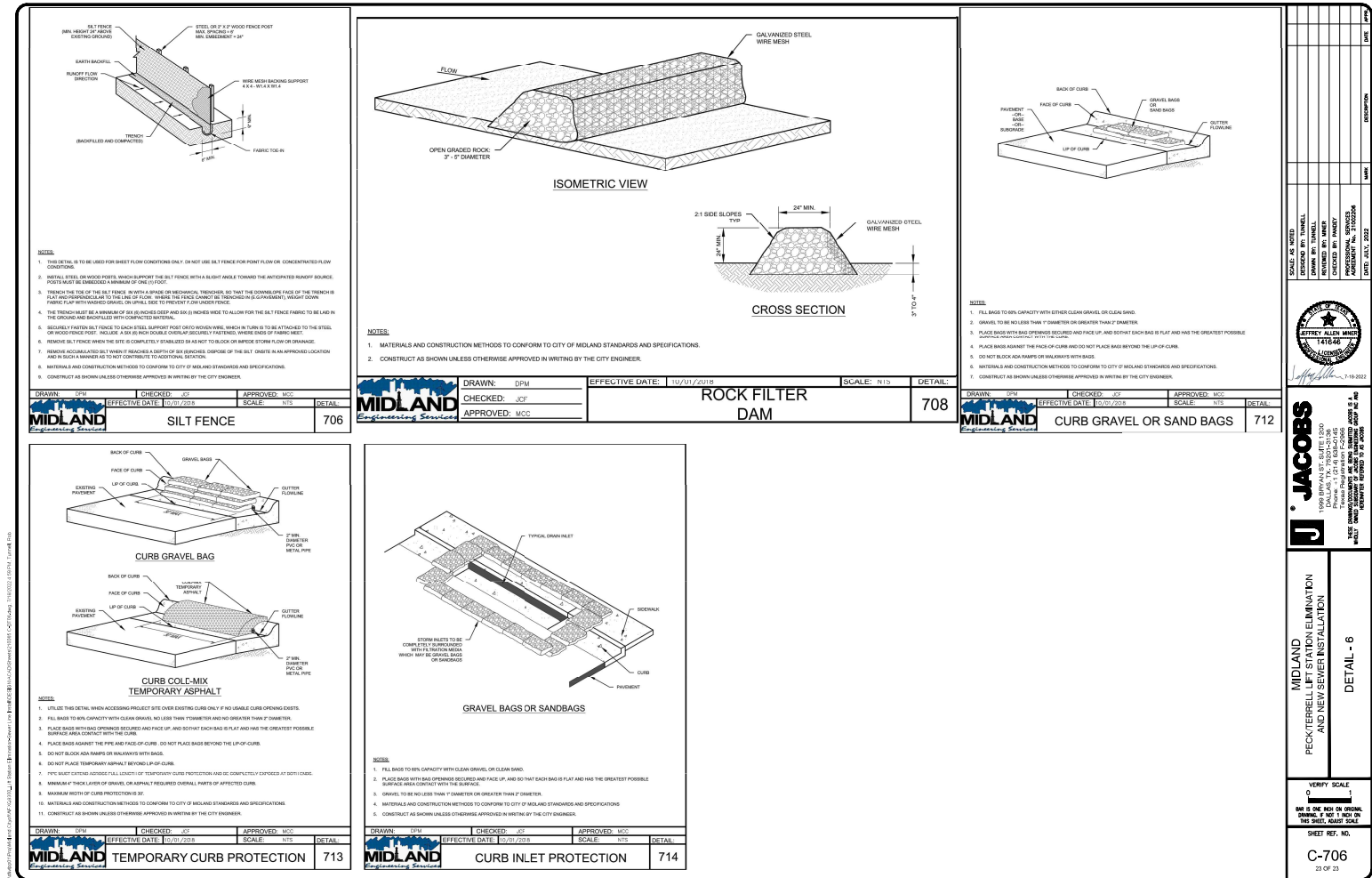


MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 221(B)
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JACOBS PECKTHERRELL STATION ELIMINATION AND NEW SEWER INSTALLATION DETAIL - 4 SHEET REF. NO. C-704 21 OF 21	SCALE: 1/8" = 1'-0" DATE: JULY 2022 DRAWN BY: J. JACOBS CHECKED BY: J. JACOBS APPROVED BY: J. JACOBS PROJECT NO. 118-2022
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SCALE: AS SHOWN	DATE: JULY 2022
DRAWN BY: DANIEL	CHECKED BY: JCF
APPROVED BY: MCC	APPROVED BY: MCC
JACOBS Jacobs Engineering Group, Inc. 10000 North Central Expressway Dallas, Texas 75203-1100 Tel: 972.362.6000 Fax: 972.362.6001 Email: jacobsemail@jacobsgroup.com Website: www.jacobsgroup.com	
MIDLAND PECK/RELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION DETAIL - 5	
VERIFY SCALE 0 1 1" = 10' OR 1" = 20' 1" = 10' OR 1" = 20' 1" = 10' OR 1" = 20' 1" = 10' OR 1" = 20'	
SHEET NO. 705 C-705 25 OF 25	





City Council Meeting

Item Number: 7
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD RAPID RESPONSE VEHICLES FROM CHASTANG FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$149,445.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution for the purchase of two (2) 2023 Ford Rapid Response vehicles from Chastang Ford the Houston-Galveston Area Council (H-GAC) contract #AM10-20 for a total cost of \$149,445.00.

Recommended City Council Action:

Approve

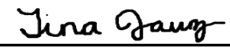
Fiscal Impact:

Funding is available in the FY2023 Garage Operating Fund operating budget.

Discussion:

Staff is recommending the purchase of two (2) 2023 Ford Rapid Response vehicles for the Fire Department. The vehicles are available on the Houston-Galveston Area Council (H-GAC) contract #AM10-20. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2023 is \$170,000.00. These vehicles are replacements for units that have gone beyond their serviceable life. Please see the attached memos from Manuel Salinas, Garage Superintendent and Charles Blumenauer, Fire Chief, for additional information.

Therefore, please consider a resolution approving the purchase of two (2) 2023 Ford Rapid Response vehicles from Chastang Ford of Houston, Texas through the Houston-Galveston Area Council (H-GAC) contract #AM10-20 for a total cost of \$149,445.00.



City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Eloy Salinas

SUBJECT: H-GAC contract # AM10-20

DATE: 09/14/2022

Fleet services is requesting the purchase of (1) one ½ ton crew cab 4wheel drive command truck as a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FY23 for (1) one ½ ton crew cab 4wheel drive command truck is \$95,000.00. Purchasing amount for (1) one ½ crew cab 4wheel drive command truck that is being offered through H-GAC contract # AM10-20 from Chastang Ford is \$91,840.00.

Fleet services is requesting the purchase of (1) one ½ ton crew cab 4wheel drive Rapid Response command truck as a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FY23 for (1) one ½ ton crew cab 4wheel drive Rapid Response command unit is \$75,000.00. Purchasing amount for (1) one ½ crew cab 4wheel drive Rapid Response command truck that is being offered through H-GAC contract # AM10-20 from Chastang Ford is \$57,605.00.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF TWO
(2) FORD RAPID RESPONSE VEHICLES FROM
CHASTANG FORD THROUGH THE HOUSTON-
GALVESTON AREA COUNCIL AT A TOTAL COST OF
\$149,445.00**

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

WHEREAS, Chastang Ford has submitted a total proposed cost to the City of \$149,445.00 for the purchase of two (2) Ford rapid response vehicles through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Chastang Ford through H-GAC for two (2) Ford rapid response vehicles to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase two (2) Ford rapid response vehicles from Chastang Ford through H-GAC for a total cost of \$149,445.00;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase two (2) Ford rapid response vehicles from Chastang Ford at a total cost of \$149,445.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Chastang Ford for two (2) Ford rapid response vehicles from funds available in the FY2023 Garage Operating Fund operating budget 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., 2022, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



Interoffice Memorandum

Date: 09/15/2023
To: Regina Stephenson
From: Fire Chief Charles Blumenauer
Subject: Administrative Vehicle Purchase

Midland Fire Department's Risk/Prevention division needs to replace two of their oldest fleet pieces.

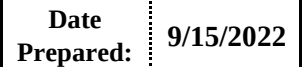
The first vehicle is the Fire Marshal's pick-up. We are upgrading this vehicle to have more storage space for investigation equipment plus the ability to respond to fires and as certified Law Enforcement officers when needed. In addition, the Fire Marshal is a member of the MPD bomb squad, and this vehicle will also carry equipment for that task.

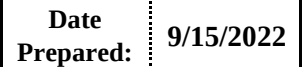
We are also replacing the Risk/Prevention Chief's older SUV with a new pick-up. This vehicle will allow the Risk/Prevention Chief better capabilities in carrying items that are important in his role as head of the Community Risk Division. This vehicle will also give him the capability to move the Department's safety message signs around town.

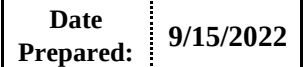
This purchase was budgeted for this year.

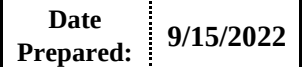
Charles Blumenauer

Fire Chief











City Council Meeting

Item Number: 8
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR SAID CONTRACT (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution amending a contract with AXON Enterprise, Inc. through Buyboard contract 648-21, for the Body Worn Camera Systems for the Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

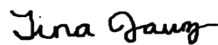
The amount of \$1,573,938.76 is available in the FY2023 CISD Technology Fund operating budget.

Discussion:

Staff recommends amending a contract for the purchase of Body Worn Camera Systems for the Police Department with AXON Enterprise, Inc. through Buyboard contract 648-21. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for more information.

Therefore, please consider a resolution amending a contract for the purchase of Body Worn

Camera Systems for the Police Department from Axon Enterprise, Inc. of Scottsdale, Arizona through Buyboard contract 648-21 for a total cost of \$1,573,938.76.



City Manager's Office



City Council Agenda

MEETING DATE: 09/14/2022

TO: Erika Martinez, Purchasing Manager

FROM: Jenifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution to approve a contract with AXON Enterprises, Inc. to purchase a replacement public safety camera system for police.

Purpose:

Consider a resolution to approve the purchase of a replacement dashboard camera system and interview room system from AXON Enterprise, Inc. The purchase is via Buyboard Contract 648-21 and will include a contract amendment to the existing body camera contract with AXON Enterprises, Inc.

Discussion:

The Police Department has used AXON body Cameras since 2016. The AXON system has continued to be a leader in the Body-Worn Camera System industry and has streamlined many of the Police Department's processes with Open Records Request, which has saved many man hours. The Camera system has also given officers more time to be in the field as the system is user-friendly. A move to AXON dashboard cameras and interview room cameras was a logical next step for the department. The new camera system will allow for faster video uploads and will be stored directly in secure cloud storage, negating the need for additional onsite storage.

This renewal will provide AXON cameras, video storage, in-vehicle replacement routers, software updates, continued maintenance for camera hardware, and access licenses.

The First Amendment to Master Services and Purchasing Agreement and its corresponding quotes are attached. The total cost of the agreement over the contract term is \$1,573,938.76 and is budgeted in the CISD Technology Fund.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO THAT CERTAIN CONTRACT
WITH AXON ENTERPRISES, INC., FOR BODY WORN
CAMERA SYSTEMS FOR THE POLICE DEPARTMENT;
AND AUTHORIZING PAYMENT FOR SAID
CONTRACT**

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an amendment to that certain contract with AXON Enterprise, Inc., for body worn camera systems for the Police Department.

**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, an amendment to that certain contract with AXON Enterprise, Inc., for body worn camera systems for the Police Department. Said amendment being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay AXON Enterprise, Inc., pursuant to the terms of the above-referenced contract, as amended, from funds available in the FY 2023 CISD Technology Fund operating budget 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

This FIRST AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (“**First Amendment**”) dated September 30, 2022 (“**First Amendment Effective Date**”) to the Agreement dated September 29, 2021 (“**Agreement**”), as amended, between AXON ENTERPRISE, INC., a Delaware corporation, *fka* TASER International Inc., (“**Axon**”) and City of Midland, (“**Agency**”) is entered by such parties to amend the Agreement as set forth in this First Amendment. Axon and Company may also be referred to in this First Amendment individually as “Party” or collectively as “Parties.” To the extent this First Amendment contains terms and conditions that differ from those contained in the Agreement, this First Amendment shall control. The Parties agree that a concept or principle covered in this First Amendment shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this First Amendment shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and the Agreement, the Parties hereby agree as follows:

1. To add and incorporate Exhibit C: Axon Fleet Appendix
2. To add and incorporate Exhibit D: Quote: Q-405973-44818.581DT
3. To add and incorporate Exhibit E: Quote: Q-395202-44818.581DT
4. Except as set forth in this First Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

5. The signatories to this First Amendment represent and warrant that they have full rights, power and authority to enter into and bind his or her, as the case may be, respective Party to the obligations set forth in this First Amendment without further consent or approval of any kind.

IN WITNESS WHEREOF, each Party, by and through its respective representative, has duly executed and delivered this First Amendment as of the First Amendment Effective Date.

AXON:

Agency:

AXON ENTERPRISE, INC., a Delaware corporation

CITY OF MIDLAND- TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server**.
 - 4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software**.
 - 5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Exhibit D – Quote
See Next Page



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-405973-44818.581DT

Issued: 09/14/2022

Quote Expiration: 05/15/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 465613

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Midland Police Dept. - 601 N Loraine St 601 N Loraine St Midland, TX 79701-4759 USA	Midland Police Dept. - TX 601 N Loraine St Midland, TX 79701-4759 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Hedrick Phone: (432) 254-8334 Email: mhedrick@midlandtexas.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,470,300.00
ESTIMATED TOTAL W/ TAX	\$1,470,300.00

Discount Summary

Average Savings Per Year	\$62,413.80
TOTAL SAVINGS	\$312,069.00

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$294,060.00	\$0.00	\$294,060.00
May 2024	\$294,060.00	\$0.00	\$294,060.00
May 2025	\$294,060.00	\$0.00	\$294,060.00
May 2026	\$294,060.00	\$0.00	\$294,060.00
May 2027	\$294,060.00	\$0.00	\$294,060.00
Total	\$1,470,300.00	\$0.00	\$1,470,300.00

Quote Unbundled Price:	\$1,782,369.00
Quote List Price:	\$1,470,300.00
Quote Subtotal:	\$1,470,300.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	145	60	\$204.87	\$169.00	\$169.00	\$1,470,300.00	\$0.00	\$1,470,300.00
Total							\$1,470,300.00	\$0.00	\$1,470,300.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	145	05/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	145	05/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	145	05/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	145	05/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	145	05/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	05/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	145	05/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	4	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	145	06/01/2023	05/31/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	290	06/01/2023	05/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	145

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	145	06/01/2023	05/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	145	05/01/2024	05/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	05/01/2024	05/31/2028

Payment Details

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the City of Midland Contract No. 2200010 executed between The City of Midland, Texas and Axon Enterprise Inc. (formerly TASER International, Inc.) with an effective date of September 29, 2021 (Agreement), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/14/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Midland Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Exhibit E – Quote
See Next Page



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-395202-44818.581DT

Issued: 09/14/2022

Quote Expiration:

Estimated Contract Start Date: 12/01/2022

Account Number: 465613

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Midland Police Dept. - 601 N Loraine St 601 N Loraine St Midland, TX 79701-4759 USA	Midland Police Dept. - TX 601 N Loraine St Midland, TX 79701-4759 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Hedrick Phone: (432) 254-8334 Email: mhedrick@midlandtexas.gov Fax:

Quote Summary

Program Length	46 Months
TOTAL COST	\$103,638.76
ESTIMATED TOTAL W/ TAX	\$103,638.76

Discount Summary

Average Savings Per Year	(\$5,460.20)
TOTAL SAVINGS	(\$20,930.76)

Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$25,909.68	\$0.00	\$25,909.68
Sep 2023	\$25,909.68	\$0.00	\$25,909.68
Sep 2024	\$25,909.68	\$0.00	\$25,909.68
Sep 2025	\$25,909.72	\$0.00	\$25,909.72
Total	\$103,638.76	\$0.00	\$103,638.76

Quote Unbundled Price:	\$82,708.00
Quote List Price:	\$82,708.00
Quote Subtotal:	\$103,638.76

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Advanced	5	46		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IR1CA	Interview Room 1 Camera Advanced	1	46		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IR1CA	Interview Room 1 Camera Advanced	5	46	\$261.80	\$261.80	\$366.76	\$84,353.74	\$0.00	\$84,353.74
IR1CA	Interview Room 1 Camera Advanced	1	46	\$399.00	\$399.00	\$329.24	\$15,145.02	\$0.00	\$15,145.02
A la Carte Software									
BasicLicense	Basic License Bundle	6	46		\$15.00	\$15.00	\$4,140.00	\$0.00	\$4,140.00
Total							\$103,638.76	\$0.00	\$103,638.76

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Advanced	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	5	11/01/2022
Interview Room 1 Camera Advanced	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	11/01/2022
Interview Room 1 Camera Advanced	50221	INTERVIEW - SWITCH - 24 PORT POE	1	11/01/2022
Interview Room 1 Camera Advanced	50294	INTERVIEW - SERVER - LITE	2	11/01/2022
Interview Room 1 Camera Advanced	50298	INTERVIEW - CAMERA - OVERT DOME	5	11/01/2022
Interview Room 1 Camera Advanced	50298	INTERVIEW - CAMERA - OVERT DOME	1	11/01/2022
Interview Room 1 Camera Advanced	50322	INTERVIEW - TOUCH PANEL PRO	5	11/01/2022
Interview Room 1 Camera Advanced	50322	INTERVIEW - TOUCH PANEL PRO	1	11/01/2022
Interview Room 1 Camera Advanced	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	11/01/2022
Interview Room 1 Camera Advanced	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	11/01/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	6	12/01/2022	09/30/2026
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	6	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	73840	EVIDENCE.COM BASIC LICENSE	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	73840	EVIDENCE.COM BASIC LICENSE	1	12/01/2022	09/30/2026

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Advanced	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5
Interview Room 1 Camera Advanced	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Advanced	50448	EXT WARRANTY, INTERVIEW ROOM	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50448	EXT WARRANTY, INTERVIEW ROOM	1	12/01/2022	09/30/2026

PACKET

8.25

September 27, 2022

Payment Details

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 2	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.25	\$0.00	\$3,786.25
Year 2	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.43	\$0.00	\$21,088.43
Year 2	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.68	\$0.00	\$25,909.68

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 3	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.25	\$0.00	\$3,786.25
Year 3	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.43	\$0.00	\$21,088.43
Year 3	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.68	\$0.00	\$25,909.68

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 4	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.25	\$0.00	\$3,786.25
Year 4	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.43	\$0.00	\$21,088.43
Year 4	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.68	\$0.00	\$25,909.68

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 5	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 5	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.45	\$0.00	\$21,088.45
Year 5	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.27	\$0.00	\$3,786.27
Year 5	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.72	\$0.00	\$25,909.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the City of Midland Contract No. 2200010 executed between The City of Midland, Texas and Axon Enterprise Inc. (formerly TASER International, Inc.) with an effective date of September 29, 2021 (Agreement), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/14/2022



This FIRST AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT ("**First Amendment**") dated September 30, 2022 ("**First Amendment Effective Date**") to the Agreement dated September 29, 2021 ("**Agreement**"), as amended, between AXON ENTERPRISE, INC., a Delaware corporation, *fka* TASER International Inc., ("**Axon**") and City of Midland, ("**Agency**") is entered by such parties to amend the Agreement as set forth in this First Amendment. Axon and Company may also be referred to in this First Amendment individually as "Party" or collectively as "Parties." To the extent this First Amendment contains terms and conditions that differ from those contained in the Agreement, this First Amendment shall control. The Parties agree that a concept or principle covered in this First Amendment shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this First Amendment shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and the Agreement, the Parties hereby agree as follows:

1. To add and incorporate Exhibit C: Axon Fleet Appendix
2. To add and incorporate Exhibit D: Quote: Q-405973-44818.581DT
3. To add and incorporate Exhibit E: Quote: Q-395202-44818.581DT
4. Except as set forth in this First Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

5. The signatories to this First Amendment represent and warrant that they have full rights, power and authority to enter into and bind his or her, as the case may be, respective Party to the obligations set forth in this First Amendment without further consent or approval of any kind.

IN WITNESS WHEREOF, each Party, by and through its respective representative, has duly executed and delivered this First Amendment as of the First Amendment Effective Date.

AXON:

Agency:

AXON ENTERPRISE, INC., a Delaware corporation

CITY OF MIDLAND- TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server**.
 - 4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software**.
 - 5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Exhibit D – Quote
See Next Page



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-405973-44818.581DT

Issued: 09/14/2022

Quote Expiration: 05/15/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 465613

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Midland Police Dept. - 601 N Loraine St 601 N Loraine St Midland, TX 79701-4759 USA	Midland Police Dept. - TX 601 N Loraine St Midland, TX 79701-4759 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Hedrick Phone: (432) 254-8334 Email: mhedrick@midlandtexas.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,470,300.00
ESTIMATED TOTAL W/ TAX	\$1,470,300.00

Discount Summary

Average Savings Per Year	\$62,413.80
TOTAL SAVINGS	\$312,069.00

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$294,060.00	\$0.00	\$294,060.00
May 2024	\$294,060.00	\$0.00	\$294,060.00
May 2025	\$294,060.00	\$0.00	\$294,060.00
May 2026	\$294,060.00	\$0.00	\$294,060.00
May 2027	\$294,060.00	\$0.00	\$294,060.00
Total	\$1,470,300.00	\$0.00	\$1,470,300.00

Quote Unbundled Price:	\$1,782,369.00
Quote List Price:	\$1,470,300.00
Quote Subtotal:	\$1,470,300.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	145	60	\$204.87	\$169.00	\$169.00	\$1,470,300.00	\$0.00	\$1,470,300.00
Total							\$1,470,300.00	\$0.00	\$1,470,300.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	145	05/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	145	05/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	145	05/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	145	05/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	145	05/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	05/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	145	05/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	4	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	145	06/01/2023	05/31/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	290	06/01/2023	05/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	145

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	145	06/01/2023	05/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	145	05/01/2024	05/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	05/01/2024	05/31/2028

Payment Details

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	145	\$294,060.00	\$0.00	\$294,060.00
Total				\$294,060.00	\$0.00	\$294,060.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the City of Midland Contract No. 2200010 executed between The City of Midland, Texas and Axon Enterprise Inc. (formerly TASER International, Inc.) with an effective date of September 29, 2021 (Agreement), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/14/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Midland Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Exhibit E – Quote
See Next Page



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-395202-44818.581DT

Issued: 09/14/2022

Quote Expiration:

Estimated Contract Start Date: 12/01/2022

Account Number: 465613

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Midland Police Dept. - 601 N Loraine St 601 N Loraine St Midland, TX 79701-4759 USA	Midland Police Dept. - TX 601 N Loraine St Midland, TX 79701-4759 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Hedrick Phone: (432) 254-8334 Email: mhedrick@midlandtexas.gov Fax:

Quote Summary

Program Length	46 Months
TOTAL COST	\$103,638.76
ESTIMATED TOTAL W/ TAX	\$103,638.76

Discount Summary

Average Savings Per Year	(\$5,460.20)
TOTAL SAVINGS	(\$20,930.76)

Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$25,909.68	\$0.00	\$25,909.68
Sep 2023	\$25,909.68	\$0.00	\$25,909.68
Sep 2024	\$25,909.68	\$0.00	\$25,909.68
Sep 2025	\$25,909.72	\$0.00	\$25,909.72
Total	\$103,638.76	\$0.00	\$103,638.76

Quote Unbundled Price:	\$82,708.00
Quote List Price:	\$82,708.00
Quote Subtotal:	\$103,638.76

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Advanced	5	46		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IR1CA	Interview Room 1 Camera Advanced	1	46		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IR1CA	Interview Room 1 Camera Advanced	5	46	\$261.80	\$261.80	\$366.76	\$84,353.74	\$0.00	\$84,353.74
IR1CA	Interview Room 1 Camera Advanced	1	46	\$399.00	\$399.00	\$329.24	\$15,145.02	\$0.00	\$15,145.02
A la Carte Software									
BasicLicense	Basic License Bundle	6	46		\$15.00	\$15.00	\$4,140.00	\$0.00	\$4,140.00
Total							\$103,638.76	\$0.00	\$103,638.76

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Advanced	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	5	11/01/2022
Interview Room 1 Camera Advanced	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	11/01/2022
Interview Room 1 Camera Advanced	50221	INTERVIEW - SWITCH - 24 PORT POE	1	11/01/2022
Interview Room 1 Camera Advanced	50294	INTERVIEW - SERVER - LITE	2	11/01/2022
Interview Room 1 Camera Advanced	50298	INTERVIEW - CAMERA - OVERT DOME	5	11/01/2022
Interview Room 1 Camera Advanced	50298	INTERVIEW - CAMERA - OVERT DOME	1	11/01/2022
Interview Room 1 Camera Advanced	50322	INTERVIEW - TOUCH PANEL PRO	5	11/01/2022
Interview Room 1 Camera Advanced	50322	INTERVIEW - TOUCH PANEL PRO	1	11/01/2022
Interview Room 1 Camera Advanced	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	11/01/2022
Interview Room 1 Camera Advanced	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	11/01/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	6	12/01/2022	09/30/2026
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	6	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	73840	EVIDENCE.COM BASIC LICENSE	1	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	73840	EVIDENCE.COM BASIC LICENSE	1	12/01/2022	09/30/2026

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Advanced	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5
Interview Room 1 Camera Advanced	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Advanced	50448	EXT WARRANTY, INTERVIEW ROOM	5	12/01/2022	09/30/2026
Interview Room 1 Camera Advanced	50448	EXT WARRANTY, INTERVIEW ROOM	1	12/01/2022	09/30/2026

PACKET

8.48

September 27, 2022

Payment Details

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 2	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.25	\$0.00	\$3,786.25
Year 2	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.43	\$0.00	\$21,088.43
Year 2	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.68	\$0.00	\$25,909.68

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 3	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.25	\$0.00	\$3,786.25
Year 3	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.43	\$0.00	\$21,088.43
Year 3	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.68	\$0.00	\$25,909.68

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 4	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.25	\$0.00	\$3,786.25
Year 4	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.43	\$0.00	\$21,088.43
Year 4	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.68	\$0.00	\$25,909.68

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR1CA	Interview Room 1 Camera Advanced	5	\$0.00	\$0.00	\$0.00
Year 5	IR1CA	Interview Room 1 Camera Advanced	1	\$0.00	\$0.00	\$0.00
Year 5	IR1CA	Interview Room 1 Camera Advanced	5	\$21,088.45	\$0.00	\$21,088.45
Year 5	IR1CA	Interview Room 1 Camera Advanced	1	\$3,786.27	\$0.00	\$3,786.27
Year 5	BasicLicense	Basic License Bundle	6	\$1,035.00	\$0.00	\$1,035.00
Total				\$25,909.72	\$0.00	\$25,909.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the City of Midland Contract No. 2200010 executed between The City of Midland, Texas and Axon Enterprise Inc. (formerly TASER International, Inc.) with an effective date of September 29, 2021 (Agreement), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/14/2022





City Council Meeting

Item Number: 9
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM STERLING McCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$667,388.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution for the purchase of two (2) ambulances from Sterling McCall Ford through the Houston-Galveston Area Council (H-GAC) contract #AM10-20 for a total cost of \$667,388.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2023 Garage Operating Fund operating budget.

Discussion:

Staff recommends purchasing these ambulances from Sterling McCall Ford through the Houston-Galveston Area Council (H-GAC) for a total cost of \$667,388.00. We are members of the H-GAC cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2023 is \$718,124.00. Please refer to the memos from Manuel Salinas, Garage Superintendent and Fire Chief Blumenauer, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of two (2) ambulances from Sterling McCall Ford of Houston, Texas through H-GAC for a total cost of \$667,388.00.

Jina Gang

City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: H-GAC contract # AM10-20 for two ambulances

DATE: 09/14/22

Fleet services is requesting the purchase of (2) ambulances that will be replacements for units that have reached the end of their useful service life. Budgeted amount for FY 2023 is \$718,124 for (2) two ambulances. The purchasing amount of \$667,388 is being offered for (2) two ambulances through H-GAC contract # AM10-20 by Frazer.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF TWO
(2) AMBULANCES FROM STERLING McCALL FORD
THROUGH THE HOUSTON-GALVESTON AREA
COUNCIL AT A TOTAL COST OF \$667,388.00**

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

WHEREAS, Sterling McCall Ford has submitted a total proposed cost to the City of \$667,388.00 for the purchase of two (2) ambulances through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Sterling McCall Ford through H-GAC for said ambulances to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said ambulances from Sterling McCall Ford through H-GAC for a total cost of \$667,388.00;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase two (2) ambulances from Sterling McCall Ford through H-GAC for a total cost of \$667,388.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Sterling McCall Ford for said ambulances from funds available in the FY 2023 Garage Operating Fund operating budget 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., 2022, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

Customer Quote



8/29/2022 1:41:30 PM

Estimate No: Q2970-0001
Quote Date: 8/29/2022
Expiration Date: 10/31/2022
Salesperson: KS
Payment Terms: Due on Delivery

Invoice To: 10617
Midland Fire Department
City of Midland
P.O. Box 1152
Midland TX 79702
US

Deliver To:
Midland Fire Department
City of Midland
P.O. Box 1152
Midland TX 79702
US

Order Instructions:

Chassis only must be paid for at time of arrival to dealership. Balance will be invoiced 30 days prior to unit completion and will be due at time of delivery.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' XT Module	2.00	EA	\$	244,418.00	\$	488,836.00
2	CHASSIS 2023 Ford F-350 Gasoline	2.00	EA	\$	52,250.00	\$	104,500.00
Estimated chassis price may change at the discretion of the chassis manufacturer							
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	14109 Regulator-Oxygen, Preset 50 PSI	2.00	EA	\$	310.00	\$	620.00
5	HGAC-NEW Contract No. AM10-20	1.00	EA	\$	1,000.00	\$	1,000.00
6	STRYKER POWER-PRO 2 Cot-Stryker Power-PRO XT 6507	2.00	EA	\$	31,900.00	\$	63,800.00
7	STRYKER STAIR-PRO Stair Chair-Stryker Stair-PRO 6252	2.00	EA	\$	4,316.00	\$	8,632.00
8	SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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Frazer, Ltd.

September 27, 2022

Page 1 of 2

Prod
ksalsman

Exhibit A

Customer Quote



8/29/2022 1:41:30 PM

Estimate No: Q2970-0001
Quote Date: 8/29/2022
Expiration Date: 10/31/2022
Salesperson: KS
Payment Terms: Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
	Configurable item to create the SpecDoc						
9	TRADE-IN	1.00	EA		\$ 0.00	\$	0.00
	Total amount TBD						

Sale Amount: 667,388.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 667,388.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q2970-0001 for Midland Fire Department

Base Module	\$ 128,423.00
Chassis Exterior	\$ 9,975.00
Module Exterior	\$ 53,700.00
Chassis Interior	\$ 6,160.00
Module Interior	\$ 46,160.00
Total \$	244,418.00

Items included in above totals:

- | | | |
|----------------------------|----|------|
| 1. Type I 12' XT Module | \$ | incl |
| 2. This is a Triple K Unit | \$ | incl |

Chassis Exterior:

- | | | |
|---|-------------|------|
| 3. Chassis Options: 7.3L Gas motor; OEM in-dash monitor and back-up camera | \$ | incl |
| 4. Chassis : 2023 Ford F-350, Gas, 4x2, Regular Cab, 84" Cab to Axle, Ford Race Red (PQ) | \$ | incl |
| 5. Tire Chains | \$ 3,900.00 | |
| 6. Wheel type: Factory Aluminum | \$ | incl |
| 7. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator | \$ 325.00 | |
| 8. Road Force Elite tire and wheel balancing | \$ | incl |
| 9. Chassis Steps: ArcRite with Sure Grip | \$ 1,175.00 | |
| 10. Grille Guard: Grille Guard with Wraparounds | \$ | incl |
| 11. Chassis Mud Flaps | \$ 375.00 | |
| 12. 10" and 12" Air Horns | \$ 1,250.00 | |
| 13. Compressor Type: Fast Recovery | \$ 1,625.00 | |
| 14. Switching Options: Truck Horn/ Air Horn | \$ 150.00 | |
| 15. Exhaust Removal System | \$ 1,175.00 | |
| 16. Passenger's side Grille Light: Whelen M4 Red Light | \$ | incl |
| 17. Driver's side Grille Light: Whelen M4 Red Light | \$ | incl |
| 18. Passenger's side Intersect Light: Whelen M4 Blue Light | \$ | incl |
| 19. Driver's side Intersect Light: Whelen M4 Blue Light | \$ | incl |
| 20. UNOC#1136 Furnish and install MagneGrip exhaust tip, P/N 500073-02 (Clean Air Concepts, 800-875-5440); verify chassis exhaust pipe size for compatibility | \$ | incl |

Chassis Exterior Subtotal \$ 9,975.00

Module Exterior:

- | | |
|--|--------------|
| 21. Power Source: Onan 5.5kW Generator | \$ 11,000.00 |
|--|--------------|



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22. Module Paint Layout: Non-White One Tone - Ford Race Red (PQ)	\$	2,325.00
23. SuperTherm Coating on Module Roof	\$	1,175.00
24. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,750.00
25. Placards x4:	\$	800.00
26. Frazer Provided Graphics	\$	3,500.00
27. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
28. GPS Opticom	\$	6,375.00
29. Opticom Switching: On/Off Switch and Cut-off with park	\$	incl
30. Shore Power: Single 30 Amp auto eject w/ Red cover on Driver's Side Wall	\$	525.00
31. Pigtail/Plug Option: Pigtail	\$	incl
32. Coax 1: Run coax from location 1 to Chassis	\$	incl
33. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom	\$	incl
34. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
35. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
36. UNOC #1720 -Furnish and Install radio equipment:	\$	10,500.00
- Harris Unity XG100M 700/800 and VHF dual band radio base in the electrical compartment; wired battery hot - Larson multi band antenna on module roof connected to Harris radio base in electrical compartment - (1) radio head in console slot 2 - Speaker on the front of the console - Mic on front D/S of console - (1) radio head below the action wall cabinet towards the rear - Speaker behind the radio head - Mic to the right of the radio head		
37. UNOC #??? - Furnish and Install Cradlepoint in the electrical compartment(PN IBR1100LP6), wired to ignition	\$	3,000.00
- Multi band antenna w/ multiple coaxes on the module roof and connected to modem in electrical compartment		
38. UNOC #1722 - Furnish and install ethernet cables:	\$	200.00
- (1) from modem to docking station at action wall - (1) from modem to docking station at console - (1) from modem to Keysecure in electrical compartment		
39. UNOC#??? Install GPS antenna (PCTEL Model GLHPDLTENIMO-LTW) on	\$	100.00



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module roof and connect to radio base in electrical compartment.

40. *Note to Graphics: (4) placard holders, Item 50098-P	\$	incl
41. Front Wall Light Layout: Lower 5 Lights	\$	incl
42. Front Wall Light #1: Whelen M6 Red Light	\$	incl
43. Front Wall Light #2: Whelen M6 Blue Light	\$	incl
44. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
45. Front Wall Light #4: Whelen M6 Blue Light	\$	incl
46. Front Wall Light #5: Whelen M6 Red Light	\$	incl
47. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
48. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
49. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
50. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
51. Driver Wheel Well Light: Whelen M6 Blue Light	\$	incl
52. Scene Light Option: Spectra SPA260	\$	3,025.00
53. O2 Rollers for an H Cylinder	\$	incl
54. O2 Cylinder Changing Wrench	\$	100.00
55. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
56. Lower Storage Style: Standard Lower Storage	\$	incl
57. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
58. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
59. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	250.00
60. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,200.00
61. UNOC #587 - Furnish and install half depth shelf in D/S rear storage compartment, 6-1/2" from shelf to ceiling with 1" x 2" angle on bottom of the shelf with (2) coat hooks evenly spaced; mount SCBA brackets at bottom of flat bars	\$	300.00
62. UNOC #1723 - Furnish and install Knox KeySecure Series 5 with 60 degree bracket in the electrical compartment with 1 key option (no blue strobe); wired battery hot	\$	2,250.00
63. UNOC #1724 - Furnish and install 30" Paratech Haligan Pro Bar 30" (P/N FHU-PB-30) w/ PAC mount (P/N K5032-Y) on the front wall of the D/S rear storage compartment near the opening	\$	650.00
64. UNOC #1725 - Furnish and install (2) Streamlight Survivor orange LED flashlights centered on back wall of D/S rear storage compartment below the shelf, on charging platform	\$	1,000.00
65. UNOC #??? - Install customer provided Magne Grip transmitter (PN 540557-01, Acu Tech standard transmitter) on the front wall of the electrical compartment	\$	100.00



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66. UNOC #1726 - Furnish and install RIDGID brand 24" Heavy Duty bolt cutters and Zicomatic Quic-mount bolt cutter bracket on rear wall of D/S rear storage compartment near the opening	\$	500.00
67. *NOTE* Install SCBA brackets the exact same as units E-3387-E3392	\$	incl
68. Module Window Option: Sliding Window	\$	incl
69. Window Tint (5% VLT) on Entry Doors	\$	325.00
70. Upper Rear Wall Light Layout: 3 Across	\$	incl
71. Upper Light #1: Whelen M6 Load Light	\$	incl
72. Upper Light #2: Whelen M6 Amber Light	\$	incl
73. Upper Light #3: Whelen M6 Load Light	\$	incl
74. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
75. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
76. Lower Light #3: Whelen M6 Blue Light	\$	incl
77. Lower Light #4: Whelen M6 Blue Light	\$	incl
78. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
79. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
80. Rear Backboard: 5" Compartment Shelf	\$	250.00
81. Lower BTTs: 2 Grote Lights on each side	\$	incl
82. Rear Bumper	\$	incl
83. Door Grabbers	\$	incl
84. License Plate Light	\$	incl
85. UNOC #1727 - Furnish and install brushed stainless steel panels in lieu of diamond plate at all exterior locations (like DC Fire)	\$	1,500.00
86. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
87. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
88. Passenger Wheel Well Light: Whelen M6 Blue Light	\$	incl
89. Interior Step Option: Double Step Well	\$	incl
90. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
91. Gas Hold Open on All Compartments	\$	1,000.00
92. UNOC #500 - Custom Onan door with additional venting	\$	incl
Module Exterior Subtotal		\$ 53,700.00

Chassis Interior:

93. Siren Speakers: Whelen SA 315 Speakers	\$	incl
94. Tap-2 on Primary Siren	\$	incl



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95. Siren Option: Whelen C9 Siren in Console	\$	incl
96. Mic 1 shipped loose	\$	incl
97. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
98. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$	525.00
99. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
100. Slot 3: Single Slot Switch Panel	\$	incl
101. Slot 4: Siren 1	\$	incl
102. Console Switch Layout : Primary - Secondary - Opticom - Air Horn - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
103. New Armrest	\$	250.00
104. Console Layout: 4-Slot Console	\$	incl
105. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	775.00
106. Rear of Console: Single Mapholder with Cup Holder	\$	375.00
107. Chassis Rear Wall: 3 High Glove Box Holder	\$	250.00
108. Camera System: Ford OEM Back-up Camera System	\$	600.00
109. Secure-Idle Anti-Theft System	\$	725.00
110. UNOC #??? - Furnish and Install Havis docking station(PN DS-GTC-311-3) for Getac laptop w/ universal adapter plate and power supply (LIND P/N GE1963-4493) mounted on console; wired battery hot	\$	1,960.00
111. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on chassis roof; run coax to docking station at console	\$	475.00
112. UNOC #1730 - Furnish and install Havis tilt/swivel motion device on MDT plate (P/N C-MD-202)	\$	225.00

Chassis Interior Subtotal \$ 6,160.00

Module Interior:

113. Protek Cushions	\$	incl
114. Cobalt Blue Interior	\$	incl
115. Stainless Steel Countertops	\$	incl
116. Stainless Steel Grab Rails	\$	incl
117. Front I/O with Lexan Doors	\$	incl
118. Quad Outlet in the Front I/O	\$	incl
119. Map Holder on Side of Front I/O	\$	200.00
120. Module Heater : New	\$	1,000.00



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121. Duplex Outlet on the Front Wall	\$	incl
122. Medvault w/ Wifi	\$	3,150.00
123. Netting at the Front Corner Area	\$	incl
124. UNOC #1731 - Furnish and install fire extinguisher with Amerex 807 bracket on the inside of the front I/O cabinet, centered on the back wall above the shelf (same position as E3387-E3392)	\$	250.00
125. UNOC #598 - Furnish and install (2) SAE compliant Zico QR-D-2 "D" cylinder holders against driver's side cladding below the action wall	\$	350.00
126. Location 1: 4 Switch w/Thermostat	\$	incl
127. Location 2: Double O2 Outlet	\$	incl
128. Location 3: Dual USB receptacles	\$	250.00
129. Location 4: Volume Control Knob	\$	incl
130. Location 6: Suction	\$	incl
131. Location 7: Quad 120 VAC	\$	incl
132. Location 8: Blank	\$	incl
133. Location 9: Blank	\$	incl
134. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	\$	incl
135. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,700.00
136. Sharps Container at Action Wall	\$	incl
137. Acrylic Holder at the Action Wall Cabinet	\$	incl
138. New 6pt Harness at the CPR Seat	\$	600.00
139. Acrylic Holder Aft CPR Seat	\$	incl
140. Genset Start/Stop Switch at Rear Doors	\$	incl
141. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Blank; Rear Load;	\$	incl
142. UNOC #??? - Furnish and Install Havis docking station for Getac laptop w/ universal adapter mounted at action wall counter and power supply mounted behind action wall; wired battery hot	\$	1,960.00
143. UNOC #1730 - Furnish and install Havis tilt/swivel motion device at action wall (P/N C-MD-202)	\$	225.00
144. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on module roof; run coax to docking station at action wall	\$	450.00
145. UNOC#??? Furnish and Install (2) Flow meters (PN 27611) at O2 outlets at action wall	\$	500.00
146. *NOTE* All coaxes labeled towards connector end at docking station at action wall	\$	incl



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and console (whether wifi/cellular/etc. like E-3389/90/91/92		
147. *NOTE* the remaining two coaxes at the action wall need to be left in electrical compartment (like E-3389-92)	\$	incl
148. *NOTE* connect 1 WIFI and 1 cellular coax from Sharkee antenna to docking station at action wall and console	\$	incl
149. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
150. Harness Type for Seat Position 1: New 6pt Harness	\$	600.00
151. Harness Type for Seat Position 3: New 6pt Harness	\$	600.00
152. 22 Pocket Acrylic Holder	\$	725.00
153. Double Squad Bench Cabinet	\$	725.00
154. Trashcan With Lid at the Head of the Squad Bench	\$	incl
155. O2 Outlet at the Squad Bench Wall	\$	incl
156. Large Black Trashcan at the Side Entry Door	\$	200.00
157. IV Hanger on Ceiling Raceway	\$	incl
158. Overhead Grabrails on Driver Side Only	\$	incl
159. IV Hanger on Squad Bench Ceiling	\$	incl
160. Head knocker options: With Speakers only	\$	775.00
161. Stryker cot tower only (no antler and bar)	\$	incl
162. Floor Options: New Stryker Power-LOAD System	\$	30,800.00
163. Loncoin II Onyx Floor	\$	incl
164. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	825.00
165. Customer Provided Items Processing Fee	\$	275.00
Module Interior Subtotal		\$ 46,160.00
166. Temporary Supply Chain Surcharge	\$	16,523.00



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Email this quote along with your PO
to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.



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Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



Interoffice Memorandum

Date: 09/15/2022
To: Regina Stephenson
From: Fire Chief Charles Blumenauer
Subject: 2023 Ambulance Purchase

Midland Fire Department's ambulance fleet is of vital importance for the care of the Citizens of Midland. The Midland Fire Department operates seven front-line EMS units and five operational reserve units within a moment's notice when demand for service increases. With the rise in population, there has been a significant increase in run volume. The department's run volume continues to grow, which puts stress on our units. This purchase of two (2) new units will assist in lowering overall garage costs, as this will replace two (2) older unit with higher maintenance costs.

This purchase was budgeted for this year.

Charles Blumenauer

Fire Chief

Customer Quote



8/29/2022 1:41:30 PM

Estimate No: Q2970-0001
Quote Date: 8/29/2022
Expiration Date: 10/31/2022
Salesperson: KS
Payment Terms: Due on Delivery

Invoice To: 10617
Midland Fire Department
City of Midland
P.O. Box 1152
Midland TX 79702
US

Deliver To:
Midland Fire Department
City of Midland
P.O. Box 1152
Midland TX 79702
US

Order Instructions:

Chassis only must be paid for at time of arrival to dealership. Balance will be invoiced 30 days prior to unit completion and will be due at time of delivery.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' XT Module	2.00	EA	\$	244,418.00	\$	488,836.00
2	CHASSIS 2023 Ford F-350 Gasoline	2.00	EA	\$	52,250.00	\$	104,500.00
Estimated chassis price may change at the discretion of the chassis manufacturer							
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	14109 Regulator-Oxygen, Preset 50 PSI	2.00	EA	\$	310.00	\$	620.00
5	HGAC-NEW Contract No. AM10-20	1.00	EA	\$	1,000.00	\$	1,000.00
6	STRYKER POWER-PRO 2 Cot-Stryker Power-PRO XT 6507	2.00	EA	\$	31,900.00	\$	63,800.00
7	STRYKER STAIR-PRO Stair Chair-Stryker Stair-PRO 6252	2.00	EA	\$	4,316.00	\$	8,632.00
8	SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

PACKET

9.21
Frazer, Ltd.

September 27, 2022

Page 1 of 2

Prod
ksalsman

Customer Quote



8/29/2022 1:41:30 PM

Estimate No: Q2970-0001
Quote Date: 8/29/2022
Expiration Date: 10/31/2022
Salesperson: KS
Payment Terms: Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
	Configurable item to create the SpecDoc						
9	TRADE-IN	1.00	EA		\$ 0.00	\$	0.00
	Total amount TBD						

Sale Amount: 667,388.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 667,388.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all pricing has been itemized below per quote Q2970-0001 for Midland Fire Department

Base Module	\$ 128,423.00
Chassis Exterior	\$ 9,975.00
Module Exterior	\$ 53,700.00
Chassis Interior	\$ 6,160.00
Module Interior	\$ 46,160.00
Total \$	244,418.00

Items included in above totals:

- | | | |
|----------------------------|----|------|
| 1. Type I 12' XT Module | \$ | incl |
| 2. This is a Triple K Unit | \$ | incl |

Chassis Exterior:

- | | | |
|---|-------------|------|
| 3. Chassis Options: 7.3L Gas motor; OEM in-dash monitor and back-up camera | \$ | incl |
| 4. Chassis : 2023 Ford F-350, Gas, 4x2, Regular Cab, 84" Cab to Axle, Ford Race Red (PQ) | \$ | incl |
| 5. Tire Chains | \$ 3,900.00 | |
| 6. Wheel type: Factory Aluminum | \$ | incl |
| 7. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator | \$ 325.00 | |
| 8. Road Force Elite tire and wheel balancing | \$ | incl |
| 9. Chassis Steps: ArcRite with Sure Grip | \$ 1,175.00 | |
| 10. Grille Guard: Grille Guard with Wraparounds | \$ | incl |
| 11. Chassis Mud Flaps | \$ 375.00 | |
| 12. 10" and 12" Air Horns | \$ 1,250.00 | |
| 13. Compressor Type: Fast Recovery | \$ 1,625.00 | |
| 14. Switching Options: Truck Horn/ Air Horn | \$ 150.00 | |
| 15. Exhaust Removal System | \$ 1,175.00 | |
| 16. Passenger's side Grille Light: Whelen M4 Red Light | \$ | incl |
| 17. Driver's side Grille Light: Whelen M4 Red Light | \$ | incl |
| 18. Passenger's side Intersect Light: Whelen M4 Blue Light | \$ | incl |
| 19. Driver's side Intersect Light: Whelen M4 Blue Light | \$ | incl |
| 20. UNOC#1136 Furnish and install MagneGrip exhaust tip, P/N 500073-02 (Clean Air Concepts, 800-875-5440); verify chassis exhaust pipe size for compatibility | \$ | incl |

Chassis Exterior Subtotal \$ 9,975.00

Module Exterior:

- | | |
|--|--------------|
| 21. Power Source: Onan 5.5kW Generator | \$ 11,000.00 |
|--|--------------|



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22. Module Paint Layout: Non-White One Tone - Ford Race Red (PQ)	\$	2,325.00
23. SuperTherm Coating on Module Roof	\$	1,175.00
24. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,750.00
25. Placards x4:	\$	800.00
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27. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
28. GPS Opticom	\$	6,375.00
29. Opticom Switching: On/Off Switch and Cut-off with park	\$	incl
30. Shore Power: Single 30 Amp auto eject w/ Red cover on Driver's Side Wall	\$	525.00
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33. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom	\$	incl
34. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
35. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
36. UNOC #1720 -Furnish and Install radio equipment:	\$	10,500.00
- Harris Unity XG100M 700/800 and VHF dual band radio base in the electrical compartment; wired battery hot - Larson multi band antenna on module roof connected to Harris radio base in electrical compartment - (1) radio head in console slot 2 - Speaker on the front of the console - Mic on front D/S of console - (1) radio head below the action wall cabinet towards the rear - Speaker behind the radio head - Mic to the right of the radio head		
37. UNOC #??? - Furnish and Install Cradlepoint in the electrical compartment(PN IBR1100LP6), wired to ignition	\$	3,000.00
- Multi band antenna w/ multiple coaxes on the module roof and connected to modem in electrical compartment		
38. UNOC #1722 - Furnish and install ethernet cables:	\$	200.00
- (1) from modem to docking station at action wall - (1) from modem to docking station at console - (1) from modem to Keysecure in electrical compartment		
39. UNOC#??? Install GPS antenna (PCTEL Model GLHPDLTENIMO-LTW) on	\$	100.00



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module roof and connect to radio base in electrical compartment.

40. *Note to Graphics: (4) placard holders, Item 50098-P	\$	incl
41. Front Wall Light Layout: Lower 5 Lights	\$	incl
42. Front Wall Light #1: Whelen M6 Red Light	\$	incl
43. Front Wall Light #2: Whelen M6 Blue Light	\$	incl
44. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
45. Front Wall Light #4: Whelen M6 Blue Light	\$	incl
46. Front Wall Light #5: Whelen M6 Red Light	\$	incl
47. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
48. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
49. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
50. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
51. Driver Wheel Well Light: Whelen M6 Blue Light	\$	incl
52. Scene Light Option: Spectra SPA260	\$	3,025.00
53. O2 Rollers for an H Cylinder	\$	incl
54. O2 Cylinder Changing Wrench	\$	100.00
55. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
56. Lower Storage Style: Standard Lower Storage	\$	incl
57. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
58. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
59. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	250.00
60. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,200.00
61. UNOC #587 - Furnish and install half depth shelf in D/S rear storage compartment, 6-1/2" from shelf to ceiling with 1" x 2" angle on bottom of the shelf with (2) coat hooks evenly spaced; mount SCBA brackets at bottom of flat bars	\$	300.00
62. UNOC #1723 - Furnish and install Knox KeySecure Series 5 with 60 degree bracket in the electrical compartment with 1 key option (no blue strobe); wired battery hot	\$	2,250.00
63. UNOC #1724 - Furnish and install 30" Paratech Haligan Pro Bar 30" (P/N FHU-PB-30) w/ PAC mount (P/N K5032-Y) on the front wall of the D/S rear storage compartment near the opening	\$	650.00
64. UNOC #1725 - Furnish and install (2) Streamlight Survivor orange LED flashlights centered on back wall of D/S rear storage compartment below the shelf, on charging platform	\$	1,000.00
65. UNOC #??? - Install customer provided Magne Grip transmitter (PN 540557-01, Acu Tech standard transmitter) on the front wall of the electrical compartment	\$	100.00



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66. UNOC #1726 - Furnish and install RIDGID brand 24" Heavy Duty bolt cutters and Zicomatic Quic-mount bolt cutter bracket on rear wall of D/S rear storage compartment near the opening	\$	500.00
67. *NOTE* Install SCBA brackets the exact same as units E-3387-E3392	\$	incl
68. Module Window Option: Sliding Window	\$	incl
69. Window Tint (5% VLT) on Entry Doors	\$	325.00
70. Upper Rear Wall Light Layout: 3 Across	\$	incl
71. Upper Light #1: Whelen M6 Load Light	\$	incl
72. Upper Light #2: Whelen M6 Amber Light	\$	incl
73. Upper Light #3: Whelen M6 Load Light	\$	incl
74. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
75. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
76. Lower Light #3: Whelen M6 Blue Light	\$	incl
77. Lower Light #4: Whelen M6 Blue Light	\$	incl
78. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
79. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
80. Rear Backboard: 5" Compartment Shelf	\$	250.00
81. Lower BTTs: 2 Grote Lights on each side	\$	incl
82. Rear Bumper	\$	incl
83. Door Grabbers	\$	incl
84. License Plate Light	\$	incl
85. UNOC #1727 - Furnish and install brushed stainless steel panels in lieu of diamond plate at all exterior locations (like DC Fire)	\$	1,500.00
86. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
87. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
88. Passenger Wheel Well Light: Whelen M6 Blue Light	\$	incl
89. Interior Step Option: Double Step Well	\$	incl
90. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
91. Gas Hold Open on All Compartments	\$	1,000.00
92. UNOC #500 - Custom Onan door with additional venting	\$	incl
Module Exterior Subtotal		\$ 53,700.00

Chassis Interior:

93. Siren Speakers: Whelen SA 315 Speakers	\$	incl
94. Tap-2 on Primary Siren	\$	incl



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95. Siren Option: Whelen C9 Siren in Console	\$	incl
96. Mic 1 shipped loose	\$	incl
97. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
98. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$	525.00
99. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
100. Slot 3: Single Slot Switch Panel	\$	incl
101. Slot 4: Siren 1	\$	incl
102. Console Switch Layout : Primary - Secondary - Opticom - Air Horn - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
103. New Armrest	\$	250.00
104. Console Layout: 4-Slot Console	\$	incl
105. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	775.00
106. Rear of Console: Single Mapholder with Cup Holder	\$	375.00
107. Chassis Rear Wall: 3 High Glove Box Holder	\$	250.00
108. Camera System: Ford OEM Back-up Camera System	\$	600.00
109. Secure-Idle Anti-Theft System	\$	725.00
110. UNOC #??? - Furnish and Install Havis docking station(PN DS-GTC-311-3) for Getac laptop w/ universal adapter plate and power supply (LIND P/N GE1963-4493) mounted on console; wired battery hot	\$	1,960.00
111. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on chassis roof; run coax to docking station at console	\$	475.00
112. UNOC #1730 - Furnish and install Havis tilt/swivel motion device on MDT plate (P/N C-MD-202)	\$	225.00

Chassis Interior Subtotal \$ 6,160.00

Module Interior:

113. Protek Cushions	\$	incl
114. Cobalt Blue Interior	\$	incl
115. Stainless Steel Countertops	\$	incl
116. Stainless Steel Grab Rails	\$	incl
117. Front I/O with Lexan Doors	\$	incl
118. Quad Outlet in the Front I/O	\$	incl
119. Map Holder on Side of Front I/O	\$	200.00
120. Module Heater : New	\$	1,000.00



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121. Duplex Outlet on the Front Wall	\$	incl
122. Medvault w/ Wifi	\$	3,150.00
123. Netting at the Front Corner Area	\$	incl
124. UNOC #1731 - Furnish and install fire extinguisher with Amerex 807 bracket on the inside of the front I/O cabinet, centered on the back wall above the shelf (same position as E3387-E3392)	\$	250.00
125. UNOC #598 - Furnish and install (2) SAE compliant Zico QR-D-2 "D" cylinder holders against driver's side cladding below the action wall	\$	350.00
126. Location 1: 4 Switch w/Thermostat	\$	incl
127. Location 2: Double O2 Outlet	\$	incl
128. Location 3: Dual USB receptacles	\$	250.00
129. Location 4: Volume Control Knob	\$	incl
130. Location 6: Suction	\$	incl
131. Location 7: Quad 120 VAC	\$	incl
132. Location 8: Blank	\$	incl
133. Location 9: Blank	\$	incl
134. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	\$	incl
135. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,700.00
136. Sharps Container at Action Wall	\$	incl
137. Acrylic Holder at the Action Wall Cabinet	\$	incl
138. New 6pt Harness at the CPR Seat	\$	600.00
139. Acrylic Holder Aft CPR Seat	\$	incl
140. Genset Start/Stop Switch at Rear Doors	\$	incl
141. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Blank; Rear Load;	\$	incl
142. UNOC #??? - Furnish and Install Havis docking station for Getac laptop w/ universal adapter mounted at action wall counter and power supply mounted behind action wall; wired battery hot	\$	1,960.00
143. UNOC #1730 - Furnish and install Havis tilt/swivel motion device at action wall (P/N C-MD-202)	\$	225.00
144. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on module roof; run coax to docking station at action wall	\$	450.00
145. UNOC#??? Furnish and Install (2) Flow meters (PN 27611) at O2 outlets at action wall	\$	500.00
146. *NOTE* All coaxes labeled towards connector end at docking station at action wall	\$	incl



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and console (whether wifi/cellular/etc. like E-3389/90/91/92		
147. *NOTE* the remaining two coaxes at the action wall need to be left in electrical compartment (like E-3389-92)	\$	incl
148. *NOTE* connect 1 WIFI and 1 cellular coax from Sharkee antenna to docking station at action wall and console	\$	incl
149. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
150. Harness Type for Seat Position 1: New 6pt Harness	\$	600.00
151. Harness Type for Seat Position 3: New 6pt Harness	\$	600.00
152. 22 Pocket Acrylic Holder	\$	725.00
153. Double Squad Bench Cabinet	\$	725.00
154. Trashcan With Lid at the Head of the Squad Bench	\$	incl
155. O2 Outlet at the Squad Bench Wall	\$	incl
156. Large Black Trashcan at the Side Entry Door	\$	200.00
157. IV Hanger on Ceiling Raceway	\$	incl
158. Overhead Grabrails on Driver Side Only	\$	incl
159. IV Hanger on Squad Bench Ceiling	\$	incl
160. Head knocker options: With Speakers only	\$	775.00
161. Stryker cot tower only (no antler and bar)	\$	incl
162. Floor Options: New Stryker Power-LOAD System	\$	30,800.00
163. Loncoin II Onyx Floor	\$	incl
164. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	825.00
165. Customer Provided Items Processing Fee	\$	275.00
Module Interior Subtotal		\$ 46,160.00
166. Temporary Supply Chain Surcharge	\$	16,523.00



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Email this quote along with your PO
to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.



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Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



City Council Meeting

Item Number: 10
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF A SPARTAN FOUR-DOOR CUSTOM TILT ALUMINUM CAB PUMPER FROM METRO FIRE APPARATUS SPECIALISTS, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$1,117,480.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution for the purchase of one (1) Spartan 4 door custom tilt aluminum cab pumper from Metro Fire Apparatus Specialists, Inc. through Houston-Galveston Area Council (H-GAC) contract #FS12-19 for a total cost of \$1,117,480.00.

Recommended City Council Action:

Approve

Fiscal Impact:

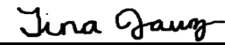
Funding is available in the FY2023 Garage Operating Fund operating budget.

Discussion:

Staff is recommending the purchase of one (1) Spartan 4 door custom full tilt aluminum cab pumper for the Fire Department. The pumper is available on the Houston-Galveston Area Council (H-GAC) contract #FS12-19. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2023 is \$1,800,000.00. This pumper is a replacement for a unit that has gone beyond its serviceable life. Please see the attached memos from Manuel Salinas, Garage Superintendent and Charles Blumenauer, Fire

Chief, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Spartan 4 door custom full tilt aluminum cab pumper from Metro Fire Apparatus Specialists, Inc. of Houston, Texas through Houston-Galveston Area Council (H-GAC) contract #FS12-19 for a total cost of \$1,117,480.00.



City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: H-GAC contract # FS12-19 for a Spartan Metro Star

DATE: 09/14/22

Fleet services is requesting the purchase of (1) one Spartan Metro Star Pumper as a replacement for a unit that has gone beyond its serviceable life. Budgeted amount for FY2023 is \$1,800,000 for (1) one Spartan Metro Star Pumper. Purchasing amount of \$1,117,480 is being offered for (1) one Spartan Metro Star Pumper through H-GAC contract # FS12-19 by Metro Fire Apparatus Specialists, Inc.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A SPARTAN FOUR-DOOR CUSTOM TILT ALUMINUM CAB PUMPER FROM METRO FIRE APPARATUS SPECIALISTS, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$1,117,480.00

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

WHEREAS, Metro Fire Apparatus Specialists, Inc., has submitted a total proposed cost to the City of \$1,117,480.00 for the purchase of a Spartan four-door custom tilt aluminum cab pumper through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Metro Fire Apparatus Specialists, Inc., through H-GAC for a Spartan four-door custom tilt aluminum cab pumper to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Spartan four-door custom tilt aluminum cab pumper from Metro Fire Apparatus Specialists, Inc., through H-GAC for a total cost of \$1,117,480.00;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Spartan four-door custom tilt aluminum cab pumper from Metro Fire Apparatus Specialists, Inc., at a total cost of \$1,117,480.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Metro Fire Apparatus Specialists, Inc., for said Spartan four-door custom tilt aluminum cab pumper from funds available in the FY2023 Garage Operating Fund operating budget 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



Interoffice Memorandum

Date: 9/15/2023
To: Regina Stephenson
From: Fire Chief Charles Blumenauer
Subject: 2023 Fire Engine Purchase

Midland Fire Department's purchase of a new Fire Engine is crucial to the Department's goals in providing the best quality and reliability of service for the Citizens of Midland. This purchase of new Spartan pumper will continue the department's plan of standardizing the fleet with equipment that is easier to service.

This purchase was budgeted for this year.

Charles Blumenauer

Fire Chief



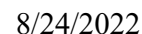
Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.



Description		Cost	Description		Cost
PACKET		10.8	September 27, 2022		\$0
Delivery Date:	December 2023		G. Total Purchase Price (D+E+F):		\$1,117,480

PUBLISHED OPTIONS

[illegible]

UNPUBLISHED OPTIONS

[illegible]

PACKET

10.10

September 27, 2022

Subtotal C:	\$123,259
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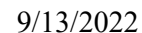


Exhibit A



City Council Meeting

Item Number: 11
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A 2023 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) (DISTRICT 4) (AIRPORTS)

Purpose:

Motion authorizing the execution of a 2023 Routine Airport Maintenance Program (RAMP) Agreement between the City of Midland, Texas and Texas Department of Transportation (TxDOT).

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Airport Fund Unappropriated Fund Balance and is hereby appropriated and will be transferred to a Project in Fund 505.

Discussion:

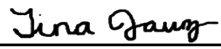
On April 23, 2003, the Department of Airports received approval from TxDOT to add Midland Airpark to their current contract with Vaisala, Inc. to provide AWOS (Automated Weather Observing System) maintenance at Texas airports.

The AWOS is a group of sensors which measure, collect and disseminate weather data to help meteorologists, pilots and flight dispatchers prepare and monitor weather forecasts, plan flight routes, and provide necessary minute-to-minute information for correct takeoffs and landings.

TxDOT signed a contract directly with Vaisala for all airports interested in participating. In

doing so, costs were reduced and instead of getting reimbursed, we pay our share in one payment directly to TxDOT. The cost of maintenance associated with the AWOS system is \$25,000.00 annually. Participating in a RAMP Grant with TxDOT cuts this cost in half. On August 1, 2016, DBT Transportation Services, LLC purchased Vaisala, but has agreed to maintain the agreement with TxDOT for AWOS maintenance.

This RAMP Grant can also be used for various other maintenance items at Airpark, including pavement crack sealing, pavement markings, drainage maintenance, mesquite tree eradication, repair and maintenance of airport lighting, etc. at a 50/50 match for TxDOT and the Department of Airports.



City Manager's Office

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2306MDLN

Part I - Identification of the Project

TO: The City of Midland, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Midland, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the MIDLAND - MIDLAND AIRPARK Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2023, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Midland, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Midland, Texas

Sponsor

Sponsor Signature

Sponsor Title

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment A

Scope of Services
TxDOT Project ID: M2306MDLN

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$50,000.00	\$25,000.00	\$25,000.00
TOTAL	\$50,000.00	\$25,000.00	\$25,000.00

Sponsor Signature

Sponsor Title

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2306MDLN

The City of Midland, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor Signature

Sponsor Title

Date

Certification of State Single Audit Requirements

I, _____, do certify that the City of Midland, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Midland, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Midland, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2306MDLN

The City of Midland, Texas, designates,

_____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

First Name, Last Name

Title

Address

Phone Number

Email Address



City Council Meeting

Item Number: 12
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A, 4A, AND 5A, BLOCK 3, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 4) (AIRPORTS)

Purpose:

MOTION AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE SALE OF REAL PROPERTY DESCRIBED AS BEING LOTS THREE A (3A), FOUR A (4A) AND FIVE A (5A), BLOCK THREE (3), MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; ACCEPTING AN APPRAISAL SETTING THE FAIR MARKET VALUE OF THE PROPERTY AT \$1,000,000.00; SAID PROPERTY TO BE DEVELOPED INTO HOTEL, RESTAURANT AND COFFEE SHOP.

Recommended City Council Action:

Approve

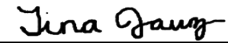
Fiscal Impact:

\$1,000,000.00 to Airport Fund

Discussion:

The Department of Airports has received interest from parties regarding Airport property for the construction of a hotel. The combined three lots of interest recently appraised at \$1,000,000.00. FAA Regulations require that the Airport receive Fair Market Value for the property, so the

proposals must all be for \$1,000,000 or more. The RFP requires that the lot be developed into a 3-star or higher hotel facility with a restaurant and coffee shop on site. If the proposer fails to develop the property under agreed upon terms and conditions, then title to the property shall remain with or automatically revert to the City. The City of Midland will reserve the right to reject all proposals.



City Manager's Office

**CITY OF MIDLAND, TEXAS
REQUEST FOR PROPOSALS FOR AIRPORT PROPERTY**

The City of Midland, Texas (the “City”), is seeking development proposals (“Proposals”) from parties interested in developing certain City-owned property described herein for a hotel at Midland International Air & Space Port.

The selected proposer will be responsible for all necessary work including, but not limited to, engineering, architecture, construction and overall project management.

SCOPE OF PROJECT

1. The property is described as an approximate 3.99-acre tract consisting of Lots 3A, 4A, and 5A, Block 3, Midland International Airport and Industrial Park Addition, City of Midland, Midland County, Texas (the “Property”).
2. All materials, means, methods and technologies used in design and construction shall meet applicable local, state, and federal requirements including Federal Accessibility Standards. Typical Parking spaces shall be built in accordance with the Manual on Uniform Traffic Code Devices (MUTCD) general principles and standard traffic control device designs.

MINIMUM PROPOSAL REQUIREMENTS

1. City will consider selling the Property to a proposer with a minimum bid of not less than One Million and No/100 Dollars (\$1,000,000.00).
2. Construction of a proposed development project must begin within 18 months of the date of closing of the purchase of the Property; construction of the proposed development project must be completed within 30 months of the date of closing.
3. Proposals must include the construction of a 3-star or higher hotel facility with a restaurant and coffee shop on site.
4. Parking for occupancy of the of the hotel and related facilities must be on-site.

CITY RESERVATIONS

1. City reserves the right to make any transfer or conveyance of the Property to a proposer subject to conditions precedent or subsequent and/or a reversionary

interest to ensure that if the proposer fails to develop the Property under the agreed upon terms and conditions, then title to the Property shall remain with or automatically revert to City.

2. City reserves the right to require an irrevocable letter of credit or other such financial security, in a form acceptable to City, to ensure that the Property is developed in the time and manner set forth in the selected Proposal.

REQUIRED INFORMATION

All Proposals must include the following:

1. Letter of interest (maximum of two (2) single-sided pages);
2. Two (2) years of financial statements that demonstrate financial capabilities of the proposer to successfully complete the proposed development project;
3. Resumes of key team members assigned to the proposed development project;
4. List of projects of similar scope and size with references including a scope of work and project costs for each project;
5. Proof of bonding capability, including payment and performance bonds;
6. Proposal (maximum of 25 single-sided pages, including cover pages, indexes, and letter of interest) to include:
 - a. Project description;
 - b. Cost estimate;
 - c. Project scope;
 - d. Anticipated site plan and building footprint;
 - e. Intended use(s);
 - f. Projected revenues generated for the City of Midland (sales tax, property tax, etc.);
 - g. Total parking requirements; and
 - h. Conceptual sketches and drawings.
7. Project timeline including major milestones; and
8. Any other information/data making the proposer particularly qualified to administer the proposed development project.

SUBMISSION OF PROPOSALS

For submission of a Proposal, please comply with the provisions contained in this Request for Proposals ("RFP"). Proposals shall be submitted in writing and include the minimum requirements set forth herein.

- Proposals must be submitted with (6) complete copies of the Proposal to be comprised of one (1) bound original (3-ring binding preferred), four (4) paper copies, and one (1) electronic copy contained on a portable USB drive.
- Proposals must be printed on 8½" x 11" single-sided, double-spaced pages. Font size should be 11 point or larger with one-inch margins.
- Proposals must be submitted in a sealed package or container. The project name, RFP number, and proposer's name and address should be marked on the outside of the package or container.
- The RFP number and the published opening date and time must be clearly printed on the lower left corner of the return envelope to ensure receipt of a Proposal.
- Facsimile transmittals or offers communicated by telephone or electronic means will not be accepted or considered.
- Proposal information that is not submitted in sealed packages or containers will not be accepted or considered.
- Statements contained in a Proposal must be unambiguous and include adequate elaboration where necessary.

Mail or deliver Proposals to the following address:

City of Midland, Texas
 Regina Stephenson
 General Services Director
 300 N. Loraine Street, Suite 220
 Midland, Texas 79701

DELIVERY OF SUBMITTALS

Proposals must be received in the Purchasing Office no later than Thursday, December 1, 2022 at 2:00 PM (CST). Proposers are responsible for the means of timely delivering the Proposals. Delays due to any instrumentality used to transmit the Proposals (including delay occasioned by the proposer or City's internal mailing system) are the sole responsibility of the proposer. **Late Proposals will not be accepted under any circumstance.**

PROPRIETARY INFORMATION

If a proposer does not desire proprietary information in the Proposal to be disclosed, the proposer must identify all proprietary information in the Proposal. This identification must be done by marking each page with the words "Proprietary Information" on which proprietary information is printed. If a proposer fails to identify proprietary information contained in its

Proposal, said proposer acknowledges and agrees that such information shall be deemed non-proprietary and made available upon public request.

The confidentiality of Proposals will be protected by City to the extent permitted by law. Upon the City's selection and acceptance of a Proposal, all submitted Proposals become a matter of public record under Chapter 552 of the Texas Government Code, and upon request, shall be open for public inspection, except for those portions of each Proposal that are clearly marked as proprietary. If a request for proprietary information is made, City will notify the proposer who may then request an opinion from the Attorney General of the State of Texas as to whether such information must be disclosed pursuant to Section 552.305 of the Texas Government Code. A determination as to whether certain information may be withheld from public disclosure shall be exclusively made by the Office of the Attorney General. City shall in no way be liable or responsible for the disclosure of any such records or portions of a Proposal not clearly marked as proprietary, or if disclosure is required by Chapter 552 or other applicable law or judicial order.

CLARIFICATIONS AND ISSUANCE OF ADDENDA

An explanation, clarification, or interpretation desired by a proposer regarding any part of this RFP must be submitted in writing to Justine Ruff, Director of Airports, at least fifteen (15) calendar days prior to the published submission deadline.

If City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner are not binding upon City, and proposers should not rely upon such interpretations, corrections or changes. All other explanations or instructions given before the selection of a Proposal are not binding.

Requests for explanations or clarifications may be emailed to jruff@midlandtexas.gov. Emails and faxes must clearly identify the number and title of this RFP.

Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in City. Proposers shall acknowledge receipt of all addenda within the responses.

PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting a Proposal, proposer is making an offer that, if accepted in whole or part by City, constitutes a valid and binding contract as to all items accepted in writing by City. The period of acceptance of Proposals is ninety (90) calendar days from the date of opening. City maintains final authority over the period of acceptance.

TAX EXEMPTION

City is exempt from federal excise and state sales tax.

All costs directly or indirectly related to the preparation of a response to this RFP or any oral presentation required to supplement and/or clarify Proposals that may be required by City shall be the sole responsibility of and shall be borne by the proposer.

NEGOTIATIONS

City reserves the right to negotiate all elements that comprise the selected Proposal to ensure that the best possible consideration be afforded to all concerned.

NON-ENDORSEMENT

If a Proposal is accepted, the successful proposer shall not issue a press release or other statement pertaining to the award or servicing of the agreement that states or implies City's endorsement of the Proposal or proposer's services.

WAIVER OF ATTORNEY FEES

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES WHICH ARE IN ANY WAY RELATED TO THIS RFP. THE PROPOSER SPECIFICALLY AGREES THAT IF THE PROPOSER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS RFP, 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 PROPOSER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH PROPOSER MIGHT OTHERWISE BE ENTITLED.

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

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, BY SUBMITTING A PROPOSAL, A PROPOSER AGREES TO RELEASE, RELINQUISH, ACQUIT AND FOREVER DISCHARGE CITY OF MIDLAND AND CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PROPOSER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

COMPLIANCE

Proposer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Proposer agrees that it shall comply with Texas Local Government Code Section 176.006, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

AUTHORIZED NEGOTIATOR

Proposals must include the name, address and telephone number of the person in the proposer's organization authorized to negotiate contract terms and render binding decisions on contractual matters.

CENTRAL POINT OF CONTACT

Proposals must include a central point of contact to establish service, resolve issues and end service. Proposals must describe a proposer's ability to address customer service matters.

DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified for any of the following reasons:

- Upon City's belief that collusion exists among proposers;
- A proposer is involved in any litigation against the City of Midland, Texas;
- A proposer is in arrears on an existing contract or has defaulted on a previous contract with the City of Midland, Texas;
- City's determination that proposer lacks financial stability to complete the proposed development project;
- A proposer's failure to perform under previous or present contracts with the City of Midland, Texas; and

- A proposer's non-compliance with criteria contained in this RFP.

SELECTION CRITERIA

City and/or City's selection committee may make its selection based on the following selection criteria.

1. Bid amount	35 points
2. Project team qualifications	15 points
3. Financial capabilities	15 points
4. Expediency of proposal timeline	15 points
5. Concept aesthetics	15 points
6. Intangible elements	5 points

EVALUATION AND SELECTION

City may make a selection, if any, from Proposals submitted in accordance with the terms and conditions of this RFP. City reserves the right to accept or reject any Proposal, re-solicit for Proposals, and to terminate the selection process at any time as it shall deem to be in the best interests of City. City's receipt and consideration of any Proposal shall not obligate City to accept a Proposal.

If a selection is made, a scope of work and contract will be negotiated with the selected proposer. City staff may make recommendations to the Midland City Council regarding the execution of a contract with the chosen proposer. If a contract cannot be negotiated with the proposer of the highest rated Proposal, City reserves the right to initiate contract negotiations with the proposer of the next highest rated Proposal; this process may continue until City successfully negotiates a contract or until all negotiations cease. A negotiated contract shall not become effective unless and until approved by the Midland City Council.

TERMS AND CONDITIONS

City reserves the right to modify, delete or further negotiate any or all the terms and conditions related to the RFP or an award of a contract.

"AS IS"

Conveyance of the Property shall be "AS IS" with any and all latent and patent defects.

ERRORS OR OMISSIONS

Proposers will not be allowed to benefit from any errors or omissions in this RFP. If errors or omissions appear in this RFP, Proposers shall promptly notify City in writing of such errors or

omissions. Significant errors, omissions or inconsistencies in this RFP are to be reported no later than twenty (20) days prior to the submission deadline.

By executing and submitting a Proposal, the proposer hereby represents and warrants to City that: (i) proposer has read and understands this RFP and such Proposal is made in accordance with this RFP; (ii) proposer agrees to be bound by the terms and conditions of this RFP, which include certain waiver provisions; and (iii) proposer acknowledges that it had the right and opportunity to consult with competent legal counsel regarding the above.

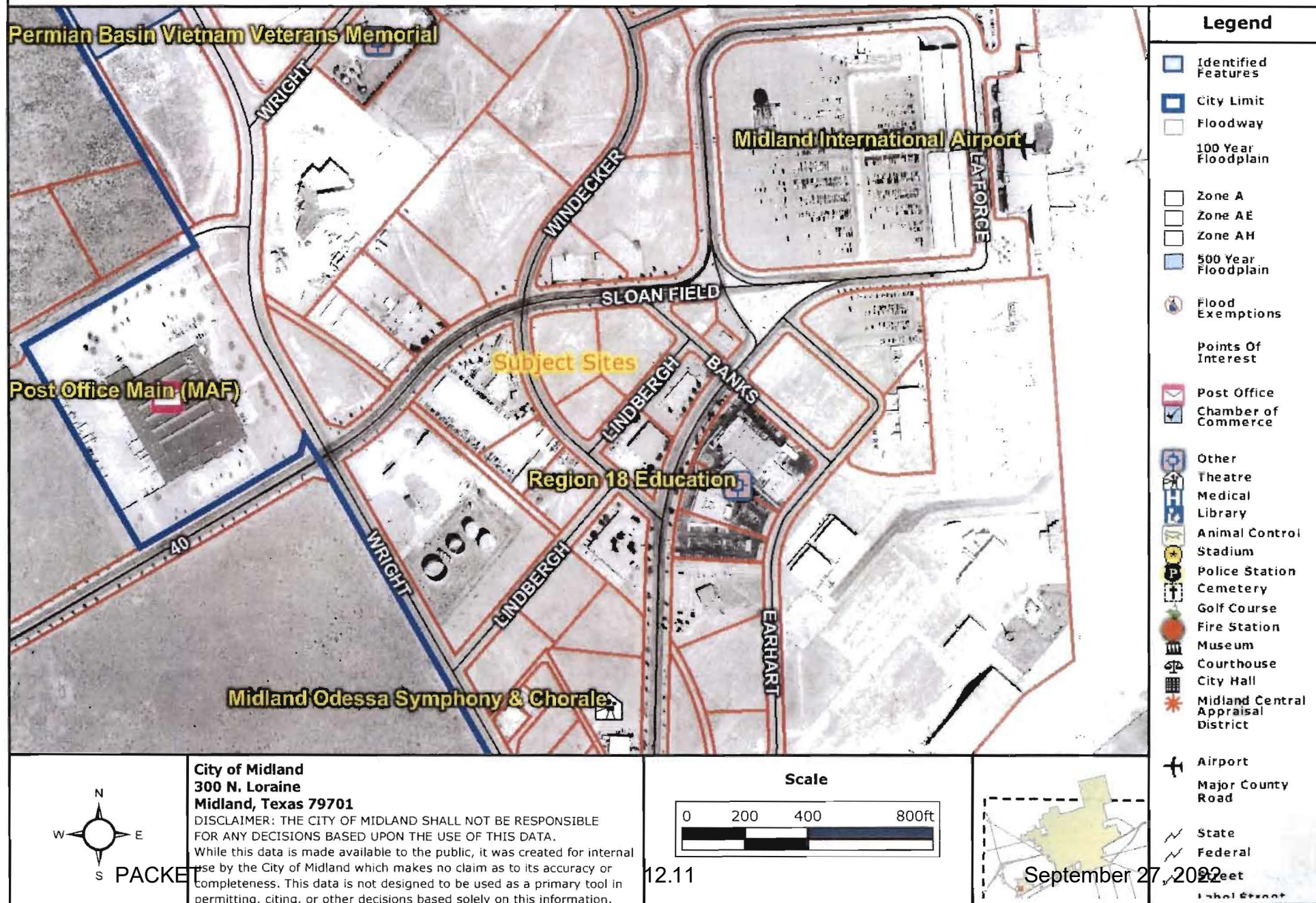
The waiver of attorney's fees and release provisions contained herein include but are not limited to:

- **The administration, evaluation or recommendation of any Proposal;**
- **Waiver or deletion of any of the requirements of this RFP;**
- **Acceptance or rejection of any Proposal;**
- **The selection of any Proposal; and**
- **City's right to waive, delete or amend (i) the terms and conditions of this RFP, and (ii) the requirements connected with this RFP; and**
- **City's right to reject any and all Proposals.**



Lots 3A, 4A, and 5A, Block 3

Flood Zone Map



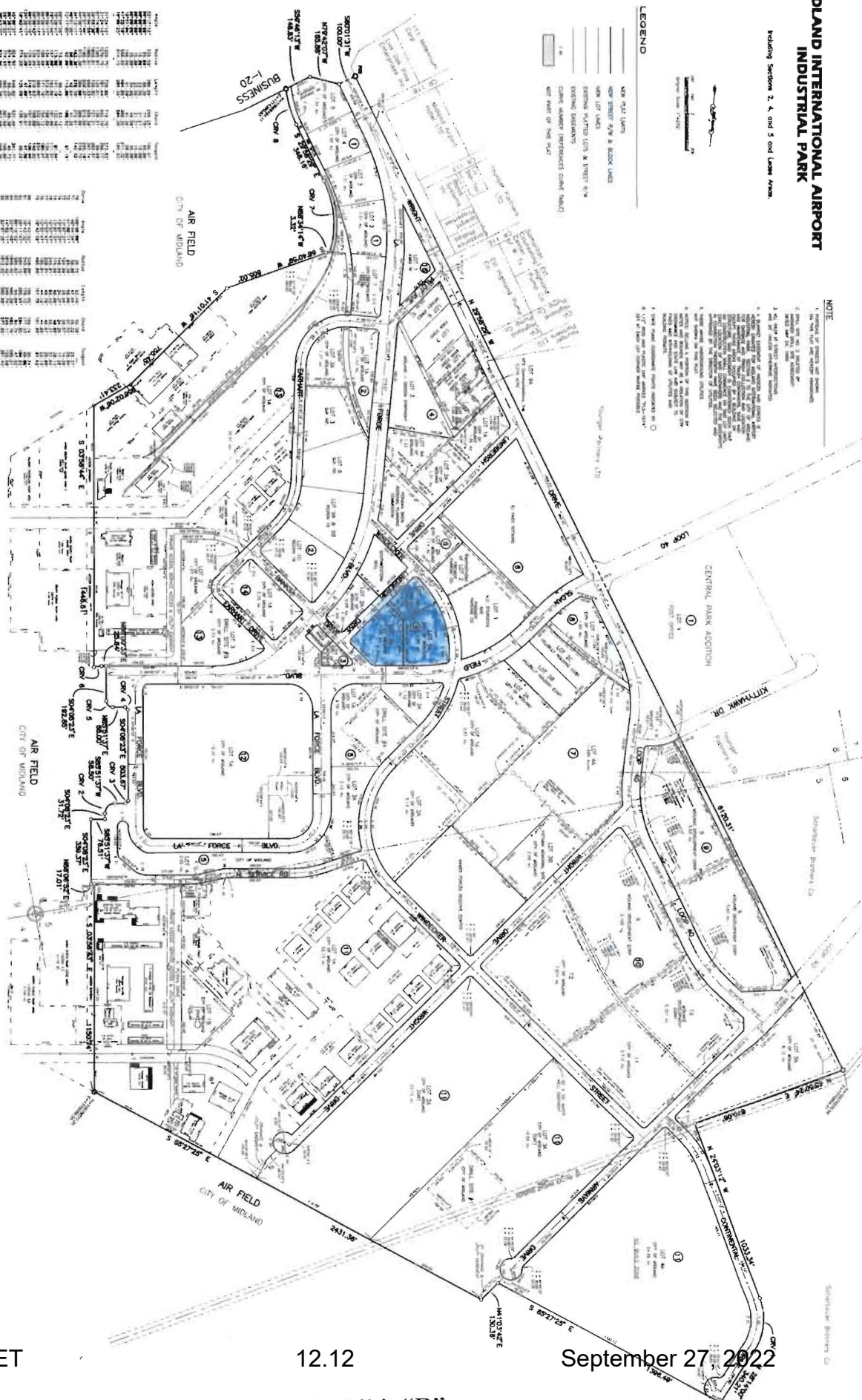
including Sections 2, 4, and 5 and Lucerne Areas

NOTE

1. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
2. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
3. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
4. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
5. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
6. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
7. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
8. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
9. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%
10. The following are the correct answers:
a. 100%
b. 100%
c. 100%
d. 100%
e. 100%

LEGEND

- NEW 1/22 LOTS
 NEW STREET S/W & BLOCK LOTS
 NEW LOT LOTS
 EXISTING PLATTED LOTS & STREET S/W
 EXISTING EASEMENTS
 CROWN MAPS (INTERFERED) CROWN MAPS
 NOT PART OF THIS PLAT



PACKET

12.12

September 27, 2022

Exhibit "B"



City Council Meeting

Item Number: 13
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion approving an Economic Development Agreement between the Midland Development Corporation and MOTRAN Alliance, Inc., as authorized by Chapter 501 of the Texas Local Government Code (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on September 12, 2022 a resolution authorizing the execution of an economic development agreement with MOTRAN Alliance, Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

\$142,500.00

Discussion:

Commits \$142,500.00 to MOTRAN for fiscal year 2023 to secure additional infrastructure funding for Midland and aggressively pursue the development and improvement of transportation corridors connecting Midland with domestic and international markets. The MDC has been supporting MOTRAN financially since 2010.

Dolet Patel

City Manager's Office

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE
MIDLAND DEVELOPMENT CORPORATION AND
MOTRAN ALLIANCE, INC.**

WHEREAS, Motran Alliance, Inc., submitted a Proposal to the Midland Development Corporation for economic development purposes and the funds for such Proposal can be appropriated by the Midland Development Corporation for fiscal year 2022-2023; and

WHEREAS, the primary purpose of Motran Alliance, Inc., is to raise funds for and improve the infrastructure of the Permian Basin area; and

WHEREAS, such activities will create the groundwork for developing new and expanded enterprises in the Midland/Odessa area; and

WHEREAS, the parties have agreed on the terms and conditions and have set forth such terms and conditions in this Agreement;

NOW, THEREFORE, the Midland Development Corporation (“MDC”) and Motran Alliance, Inc. (“MOTRAN”) do hereby contract and agree as follows:

I.

Economic Development Program

MOTRAN shall provide the economic development services as provided in Exhibit B, which document is incorporated herein by reference. Such program shall be referred to herein as the "Economic Development Program."

II.

Funding

The MDC shall pay to MOTRAN the total sum of One Hundred Forty-Two Thousand, Five Hundred Dollars (\$142,500.00), for the MDC fiscal year, said funds to be used solely for the purpose of conducting the Economic Development Program as delineated in Exhibit B. The MDC shall

dispense funds to MOTRAN by paying one-half of the total on or before December 1, 2022, and one-half on or before April 1, 2023. It is understood and agreed that MOTRAN will obtain the remaining necessary funds for completion of the Program from other sources. MOTRAN may perform services that are not eligible for expenditure of funds by the MDC but the percentage of Economic Development Corporation funds received must not exceed the percentage of eligible services performed by MOTRAN.

III.

Budget and Financial Reporting

MOTRAN shall comply with the budget showing the revenues and expenses, a copy of which is attached as **Exhibit A**, to be received and incurred during the term of this Agreement. The hereinafter required financial reports shall, in each case, show the relationship of actual expenses to the authorized expenses shown in said budget.

On or before the 25th day of each month during the term of this Agreement, MOTRAN shall make and send to the MDC, and file with the City Secretary of the City of Midland, a report showing an accounting of all funds received and expended during the preceding month. Said report shall also show the cumulative expenses and revenues for the preceding month together with all prior months covered by this Agreement.

MOTRAN shall maintain complete and accurate financial records of each expenditure of Economic Development Program funds made by it. The general method of financial record keeping and reporting proposed by MOTRAN to be used in complying with the requirements of this Agreement shall be submitted to and approved by the MDC. The sufficiency of detail of any activity or financial report required by this Agreement shall be determined by the MDC. All of MOTRAN's records pertaining and related to the activities and funds under the Agreement shall be available for inspection

by the MDC or MDC's representatives at any time during MOTRAN's normal office hours. The revenue provided by the MDC under this Agreement must be maintained by MOTRAN in a separate account established for that purpose and may not be co-mingled with any other money or maintained in any other account.

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Informal Reporting

The Activity Reporting Requirements outlined in Article V are for the purpose of providing information to meet the very basic exchange of information. However, to be efficient in the use of economic development funds, to compete in the open market for jobs, to be able to respond to issues and economic development opportunities in a timely manner, to make decisions regarding goals, objectives and priorities and to foster the necessary teamwork between the MDC and MOTRAN, it is necessary to plan and to implement certain informal reporting and interactions which could occur on a frequent basis. For these purposes, the parties agree to engage in certain interaction and interoffice communications.

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The Parties agree to the following provisions to establish necessary activity reporting requirements:

1. MOTRAN will provide quarterly activity reports in writing to the MDC and City Secretary of Midland that will provide a current status report. This report will provide hard data when available.

VI.

Audit

In addition to the heretofore required reports covering activities and expenditures under the Economic Development Program, a certified audit of the funds and activities of such Economic Development Program shall be made annually. The costs of making the audit shall be paid by MOTRAN but MOTRAN may use MDC funds. The auditors performing the above described audit shall have access to and the right to examine all records and accounts directly related to the Economic Development Program and such other MOTRAN records and accounts as may be reasonably necessary to conduct and complete its audit of the Economic Development Program funds.

VII.

Independent Contractor

It is expressly understood and agreed that as to any and all of the services tendered by MOTRAN in conducting the Economic Development Program under this contract, MOTRAN shall be considered an independent contractor insofar as its relationship to the MDC. Accordingly, the officers and employees of MOTRAN used or involved in the Economic Development Program under this Agreement shall not be considered, for any purpose, to be the officers and employees of the MDC.

It is expressly understood and agreed that MOTRAN shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the MDC; that MOTRAN 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 MDC and MOTRAN, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and MOTRAN. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control". MOTRAN shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to MOTRAN as such independent contractor hereunder. The MDC does not have the right to control the means, methods or details of MOTRAN's work. The MDC does not have the power to direct the order in which MOTRAN's work should be done. MOTRAN shall assume exclusive responsibility for the work hereunder. MOTRAN is entirely free to do the work in its own way.

VIII.

Agreement Period

This Agreement shall become effective on October 1, 2022 and shall terminate on September 30, 2023. In the event that MOTRAN violates the terms or conditions of this Agreement, or fails to provide the agreed services, the MDC may terminate this Agreement under the following conditions. The MDC shall provide written notice of the violations or failures to MOTRAN. MOTRAN shall have thirty (30) days to cure the violations or failures or to file a written response with the MDC. If MOTRAN fails to cure or to file a written response within such 30-day period, the MDC may terminate this Agreement immediately. If a written response is filed, the MDC shall set a hearing before the MDC's Board of Directors and provide notice to MOTRAN.

After consideration of the response and the testimony at the hearing, the MDC may declare if there has or has not occurred the stated violations or failures. If the Board finds that such violations or failures have occurred, it shall give MOTRAN thirty (30) days written notice and an opportunity to cure. If not cured within such period, the MDC may terminate this Agreement immediately.

IX.

Civil Rights

MOTRAN agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or disability.

X.

Indemnity

MOTRAN SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'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 MOTRAN OR MOTRAN'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 CONTRACTOR 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.

XI.

Excess MDC Funds

Any funds that are paid by the MDC to MOTRAN pursuant to this Agreement, not expended by the end of the term of this Agreement shall be refunded to the MDC within 30 days after the end of the term of this Agreement, unless MOTRAN can provide the MDC with written notice as to the funds that have not been expended but have been committed, and such commitment is supported by contracts or other written documentation.

XII.

Property

The parties agree to the following conditions regarding property rights:

1. Any records and documents that are developed for the purpose of accomplishing services on behalf of the MDC by MOTRAN, and necessary to continue to provide such services, or to show the rights or responsibilities of the MDC, shall be the joint property of the MDC and MOTRAN with equal rights of use and access.

XIII.

Project

The parties agree that this Agreement is an eligible "Project" as defined in Chapter 501 of the Texas Local Government Code, as amended.

XIV.

Assignment

The parties hereto shall not assign or subcontract this Agreement, in whole or in part, any such assignment or subcontract being void.

XV.

Notice

Any notice or report which may or shall be given under the provisions of this Agreement shall, unless otherwise provided herein, be in writing and shall be either delivered via email or sent by United States Mail:

If to MDC:

Midland Development Corp.
200 N. Loraine, Ste. 610
Midland, TX 79701

If to MOTRAN:

Motran Alliance, Inc.
P.O. Box 60816
Midland, TX 79711

With Copy To:
City Manager
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

XVI.

Severability

This Agreement shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in meaning to such illegal, invalid or unenforceable

clause or provision as may be possible and be legal, valid and enforceable.

XVII.

Alteration

This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

XVIII.

Entire Agreement and Binding Effect

This Agreement constitutes the entire agreement between the MDC and MOTRAN. No prior written or prior or contemporaneous oral promises or representations shall be binding. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

XIX.

Venue

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

XX.

Compliance With Laws

In the payment and employment of people to serve as employees pursuant to this Agreement, MOTRAN shall comply with all federal, state and local laws, rules, regulations and ordinances with

respect to payment of minimum wages. MOTRAN shall not discriminate against people on the basis of race, sex, age, religion, national origin, or mental or physical disability in the application, hiring, termination, evaluation, or compensation of people assigned to work under this Agreement, and shall further comply with all laws, rules and regulations prohibiting such discrimination including but not limited to, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, and the Americans With Disabilities Act.

XXI.

Governmental Immunity

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

XXII.

Waiver of Attorney's Fees

By executing this Agreement, **MOTRAN AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST THE MDC, 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. MOTRAN SPECIFICALLY AGREES THAT IF MOTRAN 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), MOTRAN AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH MOTRAN MIGHT OTHERWISE BE ENTITLED.

MOTRAN agrees that this is the intentional relinquishment of a presently existing known right. MOTRAN acknowledges that it understands all terms and conditions of the Agreement.

By execution of the Agreement MOTRAN hereby represents and warrants to the MDC that MOTRAN has read and understood the Agreement.

XXIII.

Release

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, MOTRAN HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH MOTRAN 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 MDC'S NEGLIGENCE.

XXIV.

Third-Party Beneficiary

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

EXECUTED by the duly authorized officials of the Parties this _____ day of _____, 2022.

**MIDLAND DEVELOPMENT
CORPORATION**

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

[Signature Page Follows]

MOTRAN ALLIANCE, INC.

By _____

Name _____

Title _____

THE STATE OF TEXAS §

 §

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of MOTRAN ALLIANCE, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public, State of Texas

MOTRAN, INC.				
	APPROVED	PROPOSED	MDC	ODC
	2021-22	2022-23	2021-22	2021-22
REVENUES				
Founding Members Dues	20,000.00	20,000.00		
Members Dues	70,000.00	75,000.00		
Grants	15,000.00	15,000.00		
Interest Earned	250.00	500.00		
Midland Development Corp.	142,500.00	142,500.00	142,500.00	
Odessa Development Corp.	142,500.00	142,500.00		142,500.00
PBC Revenue	10,000.00	10,000.00		
Misc. Income	0.00	0.00		
TOTAL REVENUES	\$400,250.00	\$405,500.00	\$142,500.00	\$142,500.00
EXPENSES				
Bank Fees	250.00	100.00		
Dues & Subscriptions	1,500.00	1,800.00		
Events	20,000.00	20,000.00		
Food & Entertainment	5,500.00	5,500.00		
Gifts	1,500.00	1,400.00		
Health Ins. Reimbursement	10,000.00	11,500.00	2,500.00	2,500.00
Insurance	4,000.00	4,000.00		
I-14 Initiative	12,500.00	12,500.00	2,500.00	2,500.00
Miscellaneous Expenses	300.00	100.00		
Office Lease	11,000.00	11,000.00		
Office Supplies	6,000.00	6,000.00		
Payroll-Salaries	238,000.00	238,000.00	110,000.00	110,000.00
Payroll-Service Fee	1,600.00	1,600.00		
Payroll Taxes	17,500.00	17,500.00	8,000.00	8,000.00
401 K Plan	8,000.00	8,000.00		
Postage	2,600.00	2,500.00		
Marketing	25,000.00	27,000.00	8,000.00	8,000.00
Program Supplies	2,000.00	2,500.00		
Telephone	4,000.00	4,000.00		
Travel Expenses	16,000.00	17,000.00	5,500.00	5,500.00
Professional Services	13,000.00	13,500.00	6,000.00	6,000.00
ODC Wifi/Broadband				
Website Updates				
Contingency				
TOTAL EXPENSES	\$400,250.00	\$405,500.00	\$142,500.00	\$142,500.00

Exhibit A



MOTRAN PROPOSAL TO MDC

SCOPE OF SERVICES – FY 2022-2023

PURPOSE: SECURE ADDITIONAL AREA INFRASTRUCTURE FUNDING

Additional transportation funding helps facilitate necessary improvements related to maximizing current economic opportunities, as well as, providing the additional capacity in our infrastructure system to accommodate new development (housing, retail, commercial) and lays the groundwork necessary to support developments that would allow economic diversification.

Work to help increase telecommunications infrastructure and investment in the area through increased broadband deployment to gaps in current service and higher levels of service, improved cellular communications, and facilitating a more competitive market.

ENERGY SECTOR IMPROVEMENTS

- MOTRAN will continue to work the department on the Permian Basin Regional Freight Study to develop a list of energy sector projects for the area, that facilitate short and long-term freight needs and economic development opportunities.
- MOTRAN will continue to work for additional capacity/levels of service improvements in the Delaware Basin region, especially as it relates to the build out to standard of the SH 302 between Odessa and Kermit/Mentone and SH 349 from Midland to Rankin to facilitate economic growth along these critical workforce and freight corridors.
- MOTRAN will continue to push priorities in the Central Permian Basin, especially related to connectivity to and from the Midland-Odessa area, that are currently overlooked in the Permian Promise.

PROJECT SPECIFIC IMPROVEMENTS ALONG I-20, LP 338, US 385, SH 349, SH 158, and the South Midland Loop (Extension of Loop 250 South of I-20 to SH 349 and ultimately SH 158), and SH 191 between Midland and Odessa.

- Support development of Loop 338 in Odessa and capacity improvements to the Interstate 20 Corridor in Odessa.
- Development of a connection of US 385 to I-10 as a freeway design (4 lane divided)
- Development of SH 349 South of I-20 to 4 lane divided
- Continuing to work with Midland County on the South Midland Loop to facilitate future I-14
- Capacity Improvements to SH 191
- Completion and Extension of the Craddick Reliever Route West to Odessa and East to I-20

INTERSTATES 14 & 27

- MOTRAN will continue efforts aimed at the development of the western segment of I- 14 to the US 87/SH158/I-20 corridor, and a routing of I-27 which honors the original concept where the route serves both Midland and Odessa.

TRUCK PARKING

- Work with TXDOT and local truck stop owners to facilitate opportunities for enhanced truck parking to facilitate transportation and driver needs without creating problems for residential areas and other area businesses.

LOCAL LEVERAGE OPPORTUNITIES

- Work to recruit private sector investments in area infrastructure that can leverage additional state and federal investment.

BROADBAND AND TELECOM INFRASTRUCTURE

- Continue discussions with providers and promoting area growth and new market opportunities to potential providers

COMMERCIAL AIR SERVICE

- Continue discussions with carriers and promoting area growth and new market opportunities to potential providers

TELLING THE STORY OF THE PERMIAN BASIN

- Through our Permian Basin Coalition efforts, continue to provide demographic and economic data highlighting the needs and impact of the Permian Basin both to regional leaders and state leaders. In 2020-2021, we expanded our current network to begin communicating this same data on the national/federal level as well.

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE
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MOTRAN ALLIANCE, INC.**

WHEREAS, Motran Alliance, Inc., submitted a Proposal to the Midland Development Corporation for economic development purposes and the funds for such Proposal can be appropriated by the Midland Development Corporation for fiscal year 2022-2023; and

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Independent Contractor

It is expressly understood and agreed that as to any and all of the services tendered by MOTRAN in conducting the Economic Development Program under this contract, MOTRAN shall be considered an independent contractor insofar as its relationship to the MDC. Accordingly, the officers and employees of MOTRAN used or involved in the Economic Development Program under this Agreement shall not be considered, for any purpose, to be the officers and employees of the MDC.

It is expressly understood and agreed that MOTRAN shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the MDC; that MOTRAN 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 MDC and MOTRAN, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and MOTRAN. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control". MOTRAN shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to MOTRAN as such independent contractor hereunder. The MDC does not have the right to control the means, methods or details of MOTRAN's work. The MDC does not have the power to direct the order in which MOTRAN's work should be done. MOTRAN shall assume exclusive responsibility for the work hereunder. MOTRAN is entirely free to do the work in its own way.

VIII.

Agreement Period

This Agreement shall become effective on October 1, 2022 and shall terminate on September 30, 2023. In the event that MOTRAN violates the terms or conditions of this Agreement, or fails to provide the agreed services, the MDC may terminate this Agreement under the following conditions. The MDC shall provide written notice of the violations or failures to MOTRAN. MOTRAN shall have thirty (30) days to cure the violations or failures or to file a written response with the MDC. If MOTRAN fails to cure or to file a written response within such 30-day period, the MDC may terminate this Agreement immediately. If a written response is filed, the MDC shall set a hearing before the MDC's Board of Directors and provide notice to MOTRAN.

After consideration of the response and the testimony at the hearing, the MDC may declare if there has or has not occurred the stated violations or failures. If the Board finds that such violations or failures have occurred, it shall give MOTRAN thirty (30) days written notice and an opportunity to cure. If not cured within such period, the MDC may terminate this Agreement immediately.

IX.

Civil Rights

MOTRAN agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or disability.

X.

Indemnity

MOTRAN SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'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 MOTRAN OR MOTRAN'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 CONTRACTOR 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.

XI.

Excess MDC Funds

Any funds that are paid by the MDC to MOTRAN pursuant to this Agreement, not expended by the end of the term of this Agreement shall be refunded to the MDC within 30 days after the end of the term of this Agreement, unless MOTRAN can provide the MDC with written notice as to the funds that have not been expended but have been committed, and such commitment is supported by contracts or other written documentation.

XII.

Property

The parties agree to the following conditions regarding property rights:

1. Any records and documents that are developed for the purpose of accomplishing services on behalf of the MDC by MOTRAN, and necessary to continue to provide such services, or to show the rights or responsibilities of the MDC, shall be the joint property of the MDC and MOTRAN with equal rights of use and access.

XIII.

Project

The parties agree that this Agreement is an eligible "Project" as defined in Chapter 501 of the Texas Local Government Code, as amended.

XIV.

Assignment

The parties hereto shall not assign or subcontract this Agreement, in whole or in part, any such assignment or subcontract being void.

XV.

Notice

Any notice or report which may or shall be given under the provisions of this Agreement shall, unless otherwise provided herein, be in writing and shall be either delivered via email or sent by United States Mail:

If to MDC:

Midland Development Corp.
200 N. Loraine, Ste. 610
Midland, TX 79701

If to MOTRAN:

Motran Alliance, Inc.
P.O. Box 60816
Midland, TX 79711

With Copy To:
City Manager
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

XVI.

Severability

This Agreement shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in meaning to such illegal, invalid or unenforceable

clause or provision as may be possible and be legal, valid and enforceable.

XVII.

Alteration

This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

XVIII.

Entire Agreement and Binding Effect

This Agreement constitutes the entire agreement between the MDC and MOTRAN. No prior written or prior or contemporaneous oral promises or representations shall be binding. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

XIX.

Venue

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

XX.

Compliance With Laws

In the payment and employment of people to serve as employees pursuant to this Agreement, MOTRAN shall comply with all federal, state and local laws, rules, regulations and ordinances with

respect to payment of minimum wages. MOTRAN shall not discriminate against people on the basis of race, sex, age, religion, national origin, or mental or physical disability in the application, hiring, termination, evaluation, or compensation of people assigned to work under this Agreement, and shall further comply with all laws, rules and regulations prohibiting such discrimination including but not limited to, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, and the Americans With Disabilities Act.

XXI.

Governmental Immunity

By executing this Agreement, the MDC is not waiving its right of governmental immunity.

The MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

XXII.

Waiver of Attorney's Fees

By executing this Agreement, **MOTRAN AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST THE MDC, 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. MOTRAN SPECIFICALLY AGREES THAT IF MOTRAN 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), MOTRAN AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH MOTRAN MIGHT OTHERWISE BE ENTITLED.

MOTRAN agrees that this is the intentional relinquishment of a presently existing known right. MOTRAN acknowledges that it understands all terms and conditions of the Agreement.

By execution of the Agreement MOTRAN hereby represents and warrants to the MDC that MOTRAN has read and understood the Agreement.

XXIII.

Release

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, MOTRAN HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH MOTRAN 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 MDC'S NEGLIGENCE.

XXIV.

Third-Party Beneficiary

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

EXECUTED by the duly authorized officials of the Parties this _____ day of _____, 2022.

**MIDLAND DEVELOPMENT
CORPORATION**

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

[Signature Page Follows]

MOTRAN ALLIANCE, INC.

By _____

Name _____

Title _____

THE STATE OF TEXAS §

 §

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of MOTRAN ALLIANCE, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public, State of Texas

MOTRAN, INC.				
	APPROVED	PROPOSED	MDC	ODC
	2021-22	2022-23	2021-22	2021-22
REVENUES				
Founding Members Dues	20,000.00	20,000.00		
Members Dues	70,000.00	75,000.00		
Grants	15,000.00	15,000.00		
Interest Earned	250.00	500.00		
Midland Development Corp.	142,500.00	142,500.00	142,500.00	
Odessa Development Corp.	142,500.00	142,500.00		142,500.00
PBC Revenue	10,000.00	10,000.00		
Misc. Income	0.00	0.00		
TOTAL REVENUES	\$400,250.00	\$405,500.00	\$142,500.00	\$142,500.00
EXPENSES				
Bank Fees	250.00	100.00		
Dues & Subscriptions	1,500.00	1,800.00		
Events	20,000.00	20,000.00		
Food & Entertainment	5,500.00	5,500.00		
Gifts	1,500.00	1,400.00		
Health Ins. Reimbursement	10,000.00	11,500.00	2,500.00	2,500.00
Insurance	4,000.00	4,000.00		
I-14 Initiative	12,500.00	12,500.00	2,500.00	2,500.00
Miscellaneous Expenses	300.00	100.00		
Office Lease	11,000.00	11,000.00		
Office Supplies	6,000.00	6,000.00		
Payroll-Salaries	238,000.00	238,000.00	110,000.00	110,000.00
Payroll-Service Fee	1,600.00	1,600.00		
Payroll Taxes	17,500.00	17,500.00	8,000.00	8,000.00
401 K Plan	8,000.00	8,000.00		
Postage	2,600.00	2,500.00		
Marketing	25,000.00	27,000.00	8,000.00	8,000.00
Program Supplies	2,000.00	2,500.00		
Telephone	4,000.00	4,000.00		
Travel Expenses	16,000.00	17,000.00	5,500.00	5,500.00
Professional Services	13,000.00	13,500.00	6,000.00	6,000.00
ODC Wifi/Broadband				
Website Updates				
Contingency				
TOTAL EXPENSES	\$400,250.00	\$405,500.00	\$142,500.00	\$142,500.00

Exhibit A



MOTRAN PROPOSAL TO MDC

SCOPE OF SERVICES – FY 2022-2023

PURPOSE: SECURE ADDITIONAL AREA INFRASTRUCTURE FUNDING

Additional transportation funding helps facilitate necessary improvements related to maximizing current economic opportunities, as well as, providing the additional capacity in our infrastructure system to accommodate new development (housing, retail, commercial) and lays the groundwork necessary to support developments that would allow economic diversification.

Work to help increase telecommunications infrastructure and investment in the area through increased broadband deployment to gaps in current service and higher levels of service, improved cellular communications, and facilitating a more competitive market.

ENERGY SECTOR IMPROVEMENTS

- MOTRAN will continue to work the department on the Permian Basin Regional Freight Study to develop a list of energy sector projects for the area, that facilitate short and long-term freight needs and economic development opportunities.
- MOTRAN will continue to work for additional capacity/levels of service improvements in the Delaware Basin region, especially as it relates to the build out to standard of the SH 302 between Odessa and Kermit/Mentone and SH 349 from Midland to Rankin to facilitate economic growth along these critical workforce and freight corridors.
- MOTRAN will continue to push priorities in the Central Permian Basin, especially related to connectivity to and from the Midland-Odessa area, that are currently overlooked in the Permian Promise.

PROJECT SPECIFIC IMPROVEMENTS ALONG I-20, LP 338, US 385, SH 349, SH 158, and the South Midland Loop (Extension of Loop 250 South of I-20 to SH 349 and ultimately SH 158), and SH 191 between Midland and Odessa.

- Support development of Loop 338 in Odessa and capacity improvements to the Interstate 20 Corridor in Odessa.
- Development of a connection of US 385 to I-10 as a freeway design (4 lane divided)
- Development of SH 349 South of I-20 to 4 lane divided
- Continuing to work with Midland County on the South Midland Loop to facilitate future I-14
- Capacity Improvements to SH 191
- Completion and Extension of the Craddick Reliever Route West to Odessa and East to I-20

INTERSTATES 14 & 27

- MOTRAN will continue efforts aimed at the development of the western segment of I- 14 to the US 87/SH158/I-20 corridor, and a routing of I-27 which honors the original concept where the route serves both Midland and Odessa.

TRUCK PARKING

- Work with TXDOT and local truck stop owners to facilitate opportunities for enhanced truck parking to facilitate transportation and driver needs without creating problems for residential areas and other area businesses.

LOCAL LEVERAGE OPPORTUNITIES

- Work to recruit private sector investments in area infrastructure that can leverage additional state and federal investment.

BROADBAND AND TELECOM INFRASTRUCTURE

- Continue discussions with providers and promoting area growth and new market opportunities to potential providers

COMMERCIAL AIR SERVICE

- Continue discussions with carriers and promoting area growth and new market opportunities to potential providers

TELLING THE STORY OF THE PERMIAN BASIN

- Through our Permian Basin Coalition efforts, continue to provide demographic and economic data highlighting the needs and impact of the Permian Basin both to regional leaders and state leaders. In 2020-2021, we expanded our current network to begin communicating this same data on the national/federal level as well.



City Council Meeting

Item Number: 14
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion authorizing the execution of an amendment to that certain Economic Development Agreement dated February 23, 2022, between the City of Midland, Texas, and the Midland Development Corporation for the Todd Drive Expansion and County Road 1160 Overpass Improvements Project (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on September 12, 2022 a resolution authorizing the execution of an economic development agreement with MOTRAN Alliance, Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

\$142,500.00

Discussion:

Commits \$142,500.00 to MOTRAN for fiscal year 2023 to secure additional infrastructure funding for Midland and aggressively pursue the development and improvement of transportation corridors connecting Midland with domestic and international markets. The MDC has been supporting MOTRAN financially since 2010.

Dolet Patel

City Manager's Office

**AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE MIDLAND DEVELOPMENT CORPORATION
AND THE CITY OF MIDLAND**

THIS AMENDMENT is made and effective September 29, 2022, by and between the Midland Development Corporation (“MDC”), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code and the City of Midland, Texas (“City”), a home-rule municipality.

WHEREAS, the MDC and the City entered into that certain Economic Development Agreement, effective February 23, 2022 (the “Agreement”), which provides for the acquisition of right-of-way along Todd Drive, which was approved by the Midland City Council Motion No. 022-2022; and

WHEREAS, the Agreement has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, the MDC and the City desire to make certain amendments to the Agreement as set forth below;

WITNESSETH:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

1. Section I.A is hereby deleted in its entirety and replaced with the following:
 - A. MDC and City desire to set forth the terms and conditions upon which Seven Hundred Fifty-Five Thousand Nine Hundred Thirty-Nine and 01/100 Dollars (\$755,939.01) in incentive funds will be provided to City as consideration for its (i) acquisition of right-of-way along Todd Drive from Business Interstate 20 to Golf Course Road, (ii) acquisition of right-of-way along Golf Course Road from Fairgrounds Road to Todd Drive, and (iii) acquisition of right-of-way along Todd Drive from Loop 250 to Occidental Parkway (the “Project”).
2. Article II is hereby deleted in its entirety and replaced with the following:

II. MDC Funding

Within five (5) days after receiving written notice from City that a purchase and sale agreement, or other such agreement, for the acquisition of right-of-way necessary and appropriate for the Project has been entered into by and between City and a landowner, MDC shall promptly provide City with written confirmation that MDC will provide to City incentive funds necessary for City’s obligations

under such agreement (an “*Eligible Agreement*”). Within three (3) days after City provides MDC a final closing or settlement statement issued by the title company for an Eligible Agreement, MDC shall provide to City incentive funds in an amount equal to the purchase price and closing costs that are the responsibility of City, as set forth in such closing or settlement statement (the “*Funds*”). The Funds shall be disbursed and repaid as provided in Section III. Notwithstanding any contrary provision contained herein, the Funds due and payable pursuant to this Agreement shall not exceed a total of Seven Hundred Fifty-Five Thousand Nine Hundred Thirty-Nine and 01/100 Dollars (\$755,939.01).

3. Section III.A is hereby deleted in its entirety and replaced with the following:
 - A. The Project. City agrees to engage in (or provide for) the following activities in furtherance of the Project: (i) acquisition of right-of-way along Todd Drive from Business Interstate 20 to Golf Course Road, (ii) acquisition of right-of-way along Golf Course Road from Fairgrounds Road to Todd Drive, and (iii) acquisition of right-of-way along Todd Drive from Loop 250 to Occidental Parkway. A depiction of the Project scope is contained in Exhibit A, which is attached hereto and incorporated herein for all purposes.
4. Section III.C is hereby deleted in its entirety and replaced with the following:
 - C. Repayment of Funds. If City fails to acquire the right-of-way necessary for the Project by December 31, 2027 (the “*Land Acquisition Date*”), then City agrees to repay all unused Funds to MDC. Any repayable Funds shall be repaid, without interest, within thirty (30) days following City’s receipt of written notice from MDC that any portion of the unused Funds are due to be repaid pursuant to this Section.
5. Section III.D is hereby deleted in its entirety.
6. Section III.E is hereby deleted in its entirety and replaced with the following:
 - E. Extensions. The Land Acquisition Date set forth herein may be extended upon a written request from City to MDC for an extension of the time allowed to complete the tasks required by this Agreement, and MDC providing to City written approval of such request.
7. Section VII.A is hereby deleted in its entirety and replaced with the following:
 - A. Notwithstanding any provision hereof which might be interpreted otherwise, MDC’s total financial commitment during the term of this Agreement shall not exceed Seven Hundred Fifty-Five Thousand Nine Hundred Thirty-Nine and 01/100 Dollars (\$755,939.01) in the aggregate.

8. The Agreement, inclusive of this Amendment, is hereby ratified and affirmed by MDC and City, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

CITY OF MIDLAND, TEXAS

Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary



City Council Meeting

Item Number: 15
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion approving a Professional Services Agreement between the Midland Development Corporation and Kimley-Horn and Associates, Inc., for professional engineering services related to mainlane, bridge, and intersection improvements located at the intersection of Todd Drive and State Loop 250 (DISTRICT 1) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on September 12, 2022 the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of \$974,060.99 for professional services related to mainlane, bridge, and intersection improvements located at Todd Drive and State Loop 250; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

\$974,060.99

Discussion:

Provides for the MDC to contract directly with Kimley-Horn for design work for the Todd Drive and Loop 250 intersection; these plans will be donated directly to TXDOT to accelerate the project. City engineering will oversee the project in coordination with MDC staff.

Dolet Patel

City Manager's Office

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of September, 2022, by and between the MIDLAND DEVELOPMENT CORPORATION (“MDC”), and Kimley-Horn and Associates, Inc. (“COMPANY”). MDC and COMPANY are at times individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform engineering services to provide plans, specifications, and estimate for mainlane, bridge, and intersection improvements at State Loop 250 and Todd Drive intersection (the “Services”) for MDC. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay COMPANY an amount not to exceed \$974,060.99 for the performance of the Services. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the MDC Executive Director. All additional and/or reimbursable expenses must be approved by the MDC Executive Director prior to incurring such expenses.

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from September 27th, 2022 until September 30, 2023, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers’ Compensation: Statutory limits

Employers’ Liability: \$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptance hereof.

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas

July 7, 2022

Ms. Sara Harris
Midland Development Corporation
200 N Loraine, Ste 610
Midland, TX 79701

Re: Professional Services Agreement for SL 250 at Todd Road Grade Separation

Dear Ms. Harris:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "ENGINEER") is pleased to submit this letter agreement (the "Agreement") to Midland Development Corporation ("CLIENT") for providing plans, specifications, and estimate (PS&E) for mainlane, bridge and intersection improvements at SL 250 and Todd Road intersection.

PROJECT UNDERSTANDING

A. Project Description

The ENGINEER shall provide Engineering services required for the preparation of plans, specifications, and estimates (PS&E) and related documents, for SL 250 at Todd Road mainlanes, grade separation and intersection improvements, located in Midland, Texas. These services consist of preparing roadway and bridge design, retaining wall design, hydrologic and hydraulic design, traffic control design, traffic signal, survey, geotechnical data collection, pavement design, signing and pavement markings, and contract management and administration necessary to support the design process.

Currently, SL 250 is grade separated at Fairgrounds Road and Elkins Road with double bridge structures and two lanes in each direction. SL 250 mainlanes exist from Fairgrounds Road to 3,900-ft to the east and from Elkins Road to 1,850-ft to the west. A pair of entrance and exit ramps exist just east of Fairgrounds Road and just west of Elkins Road. This project will complete the mainlanes between Fairgrounds Road and Elkins Road and design a grade separated overpass over Todd Road. The ENGINEER will also design the intersection configuration at Todd Road, U-Turns, Todd Road approaches and two signalized intersections.

B. Design Criteria

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

C. Right of Entry and Coordination

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

The ENGINEER shall notify the CLIENT and State and coordinate with adjacent ENGINEERs on all controls at project interfaces. The ENGINEER shall document the coordination effort, and each ENGINEER shall provide written concurrence regarding the agreed project controls and interfaces. In the event the ENGINEER and the other adjacent ENGINEERs are unable to agree, the ENGINEER and each adjacent ENGINEER shall meet jointly with the CLIENT and State for resolution. The CLIENT and/or State will have authority over the ENGINEER's disagreements and the CLIENT and State's decision will be final.

SCOPE OF SERVICES

ENGINEER will provide the services specifically set forth below. The survey for this project is being completed under a separate task order and thus will not be included in this scope of services.

TASK 1 – DATA COLLECTION

- 1.1. The ENGINEER shall collect, review, and evaluate data described below. The ENGINEER shall notify the CLIENT in writing whenever the ENGINEER finds disagreement with the information or documents:
 - A. Data from TxDOT (State), including, but not limited to, "as-built plans," existing schematics; right-of-way maps; subsurface utility engineering (SUE) mapping; previous corridor studies, reports, and plans conducted by other agencies and groups; environmental documents; existing channel and drainage easement data; existing traffic counts; accident data; Project Management Information system (PMIS) data; identified hazardous material sites; current unit bid price information; current special provisions; special specifications; and standard drawings, if available.
 - B. Utility plans and documents from appropriate municipalities and utility companies.
 - C. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Corps of Engineers (USACE), local municipalities and other governmental agencies.
 - D. Obtain graphics files, plans, documents, and other pertinent data for existing and proposed improvements along the proposed corridor. Review collected information and process the data into MicroStation reference files and organize it into project reference notebooks.
 - E. Conduct field reconnaissance and collect data including a photographic record of notable existing features.
- 1.2. Design Criteria.
 - A. The ENGINEER shall develop the roadway design criteria based on the controlling factors specified by the State (i.e., 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design

Manual, and other deemed necessary State approved manuals. In addition, the ENGINEER shall prepare the Design Summary Report (DSR) and submit it electronically. The ENGINEER shall obtain written concurrence from the CLIENT and State prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

1.3. Preliminary Cost Estimates.

- A. The ENGINEER shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The ENGINEER shall estimate the total project cost including preliminary engineering, final engineering, construction, and utility relocation.

1.4. Design Concept Conference.

- A. In accordance with the State's Project Development Process Manual, the ENGINEER, in cooperation with the CLIENT and State, shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the ENGINEER shall complete a State's Design Summary Report (DSR) to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:
 1. Roadway and drainage design parameters
 2. Engineering constraints
 3. Project development schedule
 4. Other issues as identified by the CLIENT and State
 5. Identify any Design Exceptions and Waivers
 6. Preliminary Construction Cost Estimate

TASK 2 – SURVEY

- 2.1. The topographic design survey for this project will be completed under a separate contract with the City of Midland. For this contract, the ENGINEER's surveyor shall stake or mark in the field the location of proposed soil borings for bridge design and retaining walls. The Engineer's surveyor shall also provide signed and sealed Survey Control Point Data sheets of the before-mentioned topographic design survey for insertion into the construction documents.

TASK 3 – GEOTECHNICAL BORINGS AND INVESTIGATIONS

- 3.1 The ENGINEER and subconsultant shall determine the location of proposed soil borings for bridge design, retaining walls, pavement design, and traffic signals in accordance with the latest edition of the State's Geotechnical Manual. The CLIENT and State will review and provide comments for a boring layout submitted by the ENGINEER showing the general location and depths of the proposed borings. Once the ENGINEER receives the CLIENT and State's review comments then subconsultant shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.
 - A. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
 - B. The subconsultant shall perform retaining wall analyses consisting of settlement analysis, computation of the factor of safety for bearing capacity, global stability, overturning and sliding.

In addition, the subconsultant shall develop allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.

- C. The subconsultant shall perform soil borings, testing and analysis to include slope stability analysis, settlement analysis, and foundation design recommendations for retaining walls, bridges, embankments, and any temporary soil retaining systems.
- D. The ENGINEER shall provide a signed, sealed and dated geotechnical report from subconsultant which contains soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for settlement and slope stability of the earthen embankments and retaining walls, skin friction tables and design capacity curves including skin friction and point bearing for bridge foundations. The skin friction tables and design capacity curves must be present for piling and drilled shaft foundation.
- E. The subconsultant shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
- F. Foundation Studies: The ENGINEER shall coordinate with the CLIENT and State to determine the location of soil borings to be drilled within the project limits.
 - 1. Bridges - by advancing four (4) boring to an estimated depth of eighty (80) feet below existing grade at the selected boring locations. The borings are proposed to be located at the proposed crossing of Todd Road and SL 250.
 - 2. Retaining Walls – by advancing eight (8) additional borings to an estimated depth of forty (40) feet below existing grade at each selected boring location. The spacing for borings is proposed at roughly two hundred (200) foot intervals along the proposed retaining wall alignments on both sides of the proposed Todd Road bridge.
- G. The ENGINEER shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the subconsultant. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website. Bentley's software may be used in lieu of WINCORE to produce the soil boring sheets, if the information conveyed is consistent with the information provided by WINCORE.
- H. The subconsultant shall follow applicable state traffic control standards when performing geotechnical field operations.
- I. The ENGINEER will use State standard details to prepare foundation designs for traffic signals, large guide signs, and illumination assemblies.

TASK 4 – SUBSURFACE UTILITY ENGINEERING

4.1 Utility Engineering Investigation.

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

- A. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - 1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
 - 2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic

or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.

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

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

- A. Locate means to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.
- B. The ENGINEER shall:
 1. Review requested test hole locations and advise the CLIENT and State in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
 2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
 - a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - c. Elevation of existing grade over utility at test hole location.
 - d. Horizontal location referenced to project coordinate datum.
 - e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - f. Utility facility material(s).
 - g. Utility facility condition.
 - h. Pavement thickness and type.
 - i. Coating/Wrapping information and condition.
 - j. Unusual circumstances or field conditions.

5. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
6. Be responsible for any damage to the utility during the locating process. In the event of damage, the ENGINEER shall stop work, notify the appropriate utility facility owner, the CLIENT and State and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The ENGINEER shall not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for all costs involved in the repair or replacement of the utility facility.
7. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
8. Furnish and install a permanent above ground marker (as specified by the State, directly above center line of the utility facility).
9. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the CLIENT and State.
10. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible ENGINEER. This information shall be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD. When requested by the CLIENT and State, the Locate information must be over laid on the State's design plans.
11. Return plans, profiles, and test hole data sheets to the CLIENT and State. If requested, conduct a review of the findings with the CLIENT and State.
12. Close-out permits as required.

4.3 Project SUE Scope

- A. The scope of this proposal consists of Quality Level "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer. Overhead inventory is to be included. Designating will be performed within the following limits:
 1. SL 250 at Todd Rd.: perform Level "B" designating along SL 250 from 300' west of CR 1163 traveling east ending 1300' west of Elkins Rd.
 2. Six (6) QL "A" test holes will be included in the budget. Test hole locations will be determined by the ENGINEER and subcontractor once the QL "B" SUE deliverable has been reviewed. Subcontractor will have all designating marks and test holes surveyed using project control point data provided by the ENGINEER.

TASK 5 – ROADWAY DESIGN

5.1 Geometric Design

- A. Preliminary Geometric Project Layout. The ENGINEER shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the CLIENT and State prior to the ENGINEER proceeding with the 30% milestone submittal package.

- B. The Layout must consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout must also include the following features: existing and proposed ROW, existing and proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, retaining walls, guard rail, and water surface elevations for various rainfall frequencies, etc. Existing major subsurface and surface utilities must be shown on the Layout. The ENGINEER shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The ENGINEER shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The Layout must be prepared in accordance with the current Roadway Design Manual. The ENGINEER shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives must be considered to provide for an optimal design. The project layout must be coordinated with the CLIENT and State and adjacent Engineers, if any. The ENGINEER shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

5.2 Roadway Design

- A. The ENGINEER shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.
- B. The ENGINEER shall provide roadway plan and profile drawings using CADD standards as required by the State. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features. Existing major subsurface and surface utilities must be shown if requested by the CLIENT and State. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes.
1. The plan view shall contain the following design elements:
 - a. Calculated roadway centerlines for mainlanes, bridges, and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
 - b. Pavement edges for all improvements (mainlanes, bridges, and cross streets, as applicable.)
 - c. Lane and pavement width dimensions.
 - d. Proposed structure locations, lengths, and widths.
 - e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
 - f. Drawing scale shall be 1" = 100'
 - g. Control of access line, ROW lines and easements.
 - h. Begin and end super elevation transitions and cross slope changes.
 - i. Limits of riprap, block sod, and seeding.
 - j. Existing utilities and structures.
 - k. Benchmark information.
 - l. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
 2. The profile view shall contain the following design elements:

- a. Calculated profile grade for proposed mainlanes (cite direction), bridges, and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
- b. Existing and proposed profiles along the proposed centerline of the mainlanes.
- c. Water surface elevations at cross culvert for the design year and 100-year storms, if applicable.
- d. Calculated vertical clearances at grade separations and overpasses, considering the appropriate super elevation rate, superstructure depth and required clearance.
- e. The location of interchanges, mainlanes, and grade separations (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
- f. Drawing vertical scale to be 1" = 10'.

5.3 Typical Sections

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

5.4 Mainlane Design

- A. The ENGINEER shall provide the design of SL 250 mainlanes with full shoulders. The design must be consistent with the current TxDOT Roadway Design Manual.

5.5 Cross Streets

- A. The ENGINEER shall provide an intersection layout detailing the pavement design and drainage design at the intersection of Todd Road. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The ENGINEER shall design for full pavement width to the ROW and provide a transition to the existing roadway.

5.6 Cut and Fill Quantities

- A. The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be delivered in standard Open Roads Designer format on 11"x17" sheets or roll plots and electronic files. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.
- B. The ENGINEER shall submit a PDF set of drawings at the 30%, 60%, and 90%, and final submittals, respectively.

5.7 Plan Preparation

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

5.8 Pavement Design

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

5.9 Pedestrian and Bicycle Facilities

- A. The ENGINEER shall coordinate with the State to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), the most current state roadway design manual, and the AASHTO Guide for the Development of Bicycle Facilities

TASK 6 – DRAINAGE DESIGN

6.1 Data Collection.

- A. The ENGINEER shall provide the following data collection services:
1. Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
 2. Collect available applicable data including Geographic Information System (GIS) data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).
 3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
 4. Review survey data and coordinate any additional surveying needs with CLIENT and State.
 5. Meet with local government officials to obtain historical flood records. Interview residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.

6.2 Cross Drainage Structure.

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

6.3 Temporary Drainage Facilities

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

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

- A. The ENGINEER shall provide the following services:
1. Prepare the PS&E package in accordance with the applicable requirements of the State's specifications, standards, and manuals, including the PS&E Preparation Manual. Include the following sheets and documents, as appropriate:
 2. Hydrologic Data Sheets

3. Hydraulic Data Sheets
4. Culvert Layout Sheets
5. Storm Drain Plan/Profile Sheets, if applicable
6. Roadway Plan & Profile Sheets including profile grade line of parallel ditches, if applicable.
7. All other relevant sheets
8. Prepare culvert cross sections and identify each cross-section's station location.
9. Identify areas requiring trench protection, excavation, shoring and de-watering.
10. Prepare drainage area maps.
11. If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.
12. Select any necessary standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatments.
13. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
14. Identify pipe strength requirements.
15. Prepare drainage facility quantity summaries.
16. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts
17. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
18. Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.
19. Develop layouts for the following:
20. Subsurface drainage at retaining walls.
21. Outfall channels within existing ROW

TASK 7 – BRIDGE DESIGN

7.1 Bridge Layout

- A. The ENGINEER shall prepare a bridge layout plan sheet for each bridge. The ENGINEER shall determine the location of each soil boring needed for foundation design in accordance with the *Geotechnical Manual*.
- B. Prior to preparation of each bridge layout, the ENGINEER shall prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge beams for vertical clearance roadway, (2) the optimum bridge structure versus roadway embankment, pavement, soil stabilization, and retaining walls.
- C. The ENGINEER shall submit each bridge layout early in the plan preparation process to obtain approval from the CLIENT and State. The ENGINEER shall comply with all relevant sections of the latest edition of the State's *LRFD Bridge Design Manual*, *Bridge Project Development Manual*, *Bridge Detailing Guide*, and *AASHTO LRFD Bridge Design Specifications and respective checklists*. Each bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. The ENGINEER shall locate and plot all soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of existing bridge for removal and reconstruction.

D. Bridge layout must include the following:

1. Plan View

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

2. Profile View

- a. Profile grade
- b. Vertical curve data
- c. Finished roadway elevation at beginning and end of bridge
- d. Overall structure length
- e. Type and overall length of railing
- f. Existing and proposed ground lines clearly labeled
- g. Profile view grid elevations and stations
- h. Station of structure compatible with grid stations
- i. Applicable standard titles

- j. Type of riprap
- k. Type of foundation; number, size, and length of foundation elements
- l. Length and type of span unit
- m. Bent numbers
- n. Bearing seat elevations
- o. Soil bore data
- p. Fixed or expansion condition at each beam end
- q. Column heights
- r. Any other information required in the State's Bridges and Structures Operation and Planning Manual, Bridge Design Manual, and Bridge Detailing Manual.

7.2 Bridge Detail Summary.

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

7.3 Bridge Structural Details.

- A. The ENGINEER shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals and guidelines. The ENGINEER shall assemble and complete all applicable State Standard Details sheets.
- B. Additionally, the ENGINEER shall:
 - 1. Perform calculations for design of bridge abutments and bents (only applicable for non-standard bridge.)
 - 2. Perform calculations for bridge slab design (only applicable for non-standard bridge.)
 - 3. Perform calculations to determine elevations of bridge substructure and super structure elements.
 - 4. Perform calculations for bridge girder design (only applicable for non-standard bridge.)
 - 5. Prepare necessary foundation details and plan sheets.
 - 6. Prepare plan sheets for abutment and bent design (only applicable for non-standard bridge.)
 - 7. Prepare plan sheets for additional abutment and bent details (only applicable for non-standard bridge.)
 - 8. Prepare framing plan and slab plan sheets (only applicable for non-standard bridge.)
 - 9. Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc. (only applicable for non-standard bridge.)
 - 10. Design beams and prepare beam design tables (only applicable for non-standard bridge.)
 - 11. Prepare special provisions and special specifications in accordance to the above-listed manuals and guidelines.

TASK 8 – RETAINING WALLS

8.1 Retaining Walls and Miscellaneous Structures

- A. The ENGINEER shall develop each retaining wall design and determine the location of each soil boring needed for the foundation design of each retaining wall in accordance with the *Geotechnical Manual*. Prior to preparation of retaining wall layouts, the ENGINEER shall

- prepare a comparative cost analysis of different types of retaining walls versus roadway embankment, pavement, soil stabilization, retaining walls type, and available ROW to determine optimum selection based on economics, construction time duration, ROW encroachments (need for construction easements) and construction feasibility. The ENGINEER shall submit early in the plan preparation the retaining wall layouts to obtain approval from the State. The ENGINEER shall incorporate all necessary information from above referenced manuals and respective checklists into the retaining wall layouts. For stage construction, the ENGINEER shall indicate limits of existing retaining walls for removal and reconstruction and determine limits of temporary retaining walls to be shown on the TCP.
- B. The approximate limits of each retaining wall shall be based on Station or length. The ENGINEER shall notify the CLIENT and State the type of retaining walls that will be used for and Cut and Fill location.
 - C. The ENGINEER shall provide layouts (scale 1" =100'), elevations, quantity estimate, summary of quantities, typical cross sections, and structural details of all retaining walls within the project.
 - D. If applicable, the State will provide architectural standard drawings. The ENGINEER shall incorporate architectural standard drawings into design details. The specific requirements for each item are as follows:
 - 1. Layout Plan
 - a. Designation of reference line
 - b. Beginning and ending retaining wall stations
 - c. Offset from reference line
 - d. Horizontal curve data
 - e. Total length of wall
 - f. Indicate face of wall
 - g. All wall dimensions and alignment relations (alignment data as necessary)
 - h. Soil boring locations
 - i. Drainage, signing, lightning, etc. that is mounted on or passing through the wall.
 - j. Subsurface drainage structures or utilities which could be impacted by wall construction.
 - 2. Elevation:
 - a. Top of wall elevations
 - b. Existing and finished ground line elevations
 - c. Vertical limits of measurement for payment
 - d. Type, limits, and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
 - e. Top and bottom of wall profiles plotted at correct station & elevation.
 - f. Underdrains
 - g. Any soil improvement, if applicable.
 - h. Drainage, signing, lighting etc. as noted above
 - i. Drainage structures and utilities as noted above
 - 3. Sectional View:

- a. Reinforced volume
- b. Underdrain location
- c. Soil improvements, if applicable
- 4. General Guidelines for Retaining Walls
 - a. For retaining wall submittals, the ENGINEER shall check State's Bridge Division website for current requirements.

TASK 9 – TRAFFIC CONTROL

9.1 Traffic Control Plan, Detour, Sequence of Construction.

- A. The ENGINEER shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. If requested by the State, the ENGINEER shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The ENGINEER shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent ENGINEERS. The ENGINEER shall:
1. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The ENGINEER shall show temporary roadways and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
 2. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The ENGINEER shall notify the CLIENT and State in the event existing access must be eliminated and must receive approval from the CLIENT and State prior to any elimination of existing access.
 3. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The ENGINEER shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
 4. Prepare each TCP in coordination with the CLIENT and State. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent ENGINEERS, which are responsible for the preparation of the PS&E for adjacent projects.
 5. Maintain continuous access to abutting properties during all phases of the TCP. The ENGINEER shall develop a list of each abutting property along its alignment. The ENGINEER shall prepare exhibits for and attend meetings with the public, as requested by the CLIENT and State.
 6. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the ENGINEER shall notify the CLIENT and State in writing of the need and justification for such action. The ENGINEER shall identify and coordinate with all utility companies for relocations required.
 7. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, culverts, bridges, railing, illumination, signals,

retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

8. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
9. The ENGINEER shall identify and delineate any outstanding ROW parcels.
10. Delineate areas of wetlands on traffic control plans.

TASK 10 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

10.1 Signing.

- A. The ENGINEER shall prepare drawings, specifications, and details for all signs. The ENGINEER shall coordinate with the CLIENT and State (and other ENGINEERS as required) for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The ENGINEER shall:
 1. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
 2. Designate the shields to be attached to guide signs.
 3. Illustrate and number the proposed signs on plan sheets.
 4. Select each sign foundation from State Standards.

10.2 Pavement Marking.

- A. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall coordinate with the CLIENT and State (and other ENGINEERS as required) for overall temporary, interim, and final pavement marking strategies. The ENGINEER shall select Pavement markings from the latest State standards.
- B. The ENGINEER shall provide the following information on sign and pavement marking layouts:
 1. Roadway layout.
 2. Center line with station numbering.
 3. Designation of arrow used on exit direction signs
 4. Culverts and other structures that present a hazard to traffic.
 5. Location of utilities.
 6. Existing signs to remain, to be removed, to be relocated or replaced.
 7. Proposed signs (illustrated, numbered and size).
 8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
 9. Proposed overhead sign bridges, indicating location by plan.
 10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
 11. Quantities of existing pavement markings to be removed.
 12. Proposed delineators, object markers, and mailboxes.
 13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.

14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
15. Right-of-way limits.
16. Direction of traffic flow on all roadways.

10.3 Traffic Warrant Studies. (Intentionally omitted)

10.4 Signalization.

- A. The ENGINEER shall identify and prepare Traffic Signal Plans for all warranted traffic signals. The ENGINEER shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional ENGINEER. The ENGINEER shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the Green Ribbon Report recommendations and standards.
- B. The ENGINEER shall provide the following information in the Traffic Signal Plans:
 1. Plan Development
 - a. Estimate and quantity sheet
 - i. List of all bid items
 - ii. Bid item quantities
 - iii. Specification item number
 - iv. Paid item description and unit of measure
 - b. Basis of estimate sheet (list of materials)
 - c. General notes and specification data.
 - d. Condition diagram
 - i. Highway and intersection design features and ROW
 - ii. Roadside development
 - iii. Traffic control including illumination
 - e. Plan sheet(s)
 - i. Existing traffic control that will remain (signs and markings)
 - ii. Existing utilities
 - iii. Proposed highway improvements
 - iv. Proposed installation
 - v. Proposed additional traffic controls
 - vi. Proposed illumination attached to signal poles or stand alone
 - i. Proposed power pole source
 - f. Notes for plan layout
 - g. Phase sequence diagram(s)
 - i. Signal locations
 - ii. Signal indications
 - iii. Phase diagram

- iv. Signal conductors termination chart
 - v. Signal sequence table
 - vi. Flashing operation (normal and emergency)
 - vii. Preemption operation (when applicable)
 - viii. Contact responsible Agency to obtain interval timing, cycle length and offset
- h. Construction detail sheets(s)
 - i. Poles (State standard sheets)
 - ii. Detectors
 - iii. Pull Box and conduit placement on signal layout
 - iv. Controller Foundation standard sheet
 - v. Electrical chart
 - vi. Conduit chart
 - vii. Signal pole and signal head chart
 - viii. Controller, Radar Presence Detector (RPD), and Radar Advance Detection Devices (RADD) chart
 - ix. Accessible Pedestrian Signals (APS) message chart
 - x. Minimum pedestrian timing chart
 - xi. Signal head and ped pole details
 - xii. Traffic signal pole foundation
- i. Marking details (when applicable)
- j. Aerial or underground interconnect details (when applicable)
- 2. General Requirements
 - a. Contact local utility company
 - i. Confirm power source
 - b. Prepare governing specifications and special provisions list
 - c. Prepare project estimate
 - d. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.
- 3. Summary of Quantities
 - a. Small signs tabulation
 - b. Large signs tabulation including all guide signs
- 4. Sign Detail Sheets
 - a. All signs except route markers
 - b. Design details for large guide signs
 - c. Dimensioning (letters, shields, borders, etc.)
 - d. Designation of shields attached to guide signs

TASK 11 - MISCELLANEOUS DESIGN**11.1 Storm Water Pollution Prevention Plan (SW3P)**

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

11.2 Compute and Tabulate Quantities

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

11.3 Miscellaneous Structure Details

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

11.4 Estimate

- A. The ENGINEER shall independently develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and Final PS&E submittals. The ENGINEER shall prepare each construction cost estimates using Estimator or any approved method. The estimate shall be provided at each milestone submittal or in DCIS format at the 95% and Final PS&E submittals per State's District requirement.

11.5 Contract time determination.

- A. The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 95% and Final PS&E milestone. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall provide assistance to the CLIENT and State in interpreting the schedule.

11.6 Specifications and General Notes.

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

11.7 Constructability Review.

- A. The ENGINEER shall provide Independent Quality Review of the constructability PS&E sets.
- B. The ENGINEER shall perform constructability reviews at major project design milestones (e.g., 30%, 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The ENGINEER shall provide the results of all Constructability reviews and recommendations to the CLIENT and

State at major project design milestone submittals.

TASK 12 - CONTRACT MANAGEMENT AND ADMINISTRATION

The ENGINEER shall perform the following services:

- 12.1 Perform all work in accordance with the State's latest practices, criteria, specifications, policies, procedures, and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the State.
- 12.2 Act as an agent for the CLIENT and State when specified in a work authorization.
- 12.3 Notify the CLIENT and State of its schedule, in advance, for all field activities.
- 12.4 Notify the CLIENT and State as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accord with 40 Code of Federal Regulations (CFR) 1500-1508). Inform the CLIENT and State of the basis for concluding that there are significant impacts and the basis for concluding that the impacts may require mitigation.
- 12.5 Notify the CLIENT and State as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the Transportation Activity's status from a categorical exclusion or environmental assessment, and the State will reassess the appropriate level of documentation.
- 12.6 Prepare monthly written progress reports for each project.
- 12.7 Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- 12.8 Meet on a scheduled basis with the CLIENT and State to review project progress.
- 12.9 Prepare, distribute, and file both written and electronic correspondence.
- 12.10 Document phone calls and conference calls as required during the project to coordinate the work for various team members.

TASK 13 - CONSTRUCTION PHASE SERVICES

- 13.1 The Engineer shall provide Construction Phase Services at the written request of the State's Project Manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:
 - A. Attend preconstruction meeting (Omitted)
 - B. Attend partnering meeting (Omitted)
 - C. Attend field meetings and make visits to site
 - D. Calculate quantities and assist the area engineer in preparing change orders
 - E. Review and approval of shop drawings
 - F. Review and approval of forming details
 - G. Responding to requests for information (RFIs)

- H. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets and an updated copy of the 3D corridor model.
- I. Answering general questions
- J. Providing clarification
- K. Other project related tasks in support of the State during construction

DELIVERABLES

The ENGINEER shall submit the following deliverables to the State:

1. Plan Development
 - a. Preliminary Geometric Layout
 - i. Estimate of construction cost.
 - ii. Engineer's internal QA and QC markup set.
 - iii. One set of a roll format for each alignment alternative analyzed.
 - b. 30% Plans Submittal. Provide the State with a review set of plans that includes the items listed below:
 - i. Estimate of construction cost.
 - ii. Engineer's internal QA and QC markup set.
 - iii. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.
 - iv. Preliminary 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 30% plan sheets.
 - v. Bridge and retaining wall layouts in PDF format for the State District review.
 - vi. Engineer's internal QA and QC marked up set.
 - vii. One set of a roll format TCP phasing layouts for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.
 - viii. Preliminary Title Sheet
 - ix. Preliminary Index Sheet
 - x. Existing and Proposed Typical Sections
 - xi. Preliminary Summary Sheets
 - xii. Survey Control Data Sheets
 - xiii. Preliminary Removal Layouts
 - xiv. Preliminary Plan & Profile Sheets for all Alignments
 - xv. Preliminary Intersection Layouts
 - xvi. Preliminary Grading Sheets
 - xvii. Preliminary Drainage Area Maps

- xviii. Preliminary Culvert Computations
- xix. Preliminary Culvert Layouts
- xx. Preliminary Bridge Layouts
- c. Preliminary Bridge and Retaining Wall Layout (PBLR) Submittal (Between 30% Submittal and 60% Submittal) Provide the State with a review set of plans that includes the items listed below:
 - i. PDF set of 11" x 17" bridge and retaining wall layouts for the State District Bluebeam review.
 - ii. External stability analysis for retaining walls.
 - iii. Engineer's internal QA and QC marked up set.
 - iv. One set of a roll format TCP phasing layouts, one copy of the pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.
- d. 60% Plans Submittal. Provide the State with a review set of plans that includes the items listed below:
 - i. Estimate of construction cost.
 - ii. Engineer's internal QA and QC marked up set.
 - iii. Preliminary marked-up General Notes, list of Specifications, and list of Special Provisions
 - iv. One set of a roll format TCP phasing layouts, one copy of the .pdf of plans sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.
 - v. Address 30% Comments.
 - vi. Preliminary 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 60% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.
 - vii. Updated Title Sheet with Index of Sheets including Standards
 - viii. Final Existing and Proposed Typical Sections
 - ix. Updated Summary Sheets
 - x. Preliminary Traffic Control Plan Sheets
 - xi. Survey Control Data Sheets
 - xii. Final Removal Layouts
 - xiii. Final Plan & Profile Sheets for all Alignments
 - xiv. Final Intersection Layouts
 - xv. Preliminary Illuminations Sheets
 - xvi. Preliminary Miscellaneous Roadway Details
 - xvii. Final Drainage Area Maps
 - xviii. Final Culvert Computations
 - xix. Final Culvert Layouts
 - xx. Preliminary Hydraulic Computations

- xxi. Soil Borings
- xxii. Preliminary Retaining Wall Layouts
- xxiii. Approved Bridge Layouts
- xxiv. Preliminary Utility Layout Sheets
- xxv. Preliminary Signing, Delineation & Pavement Marking Layouts
- xxvi. Preliminary SWP3 Layouts and EPIC Sheet
- xxvii. Roadway Cross-Sections (scale 1" = 20' horizontally and vertically)
- xxviii. Preliminary Contract Time Determination
- e. 90% Review Submittal. Provide the State with a review set of plans that includes the items listed below:
 - i. Estimate of construction cost.
 - ii. Construction schedule.
 - iii. New Special Specifications and Special Provisions with Form 1814, if applicable.
 - iv. Engineer's internal QA and QC marked up set.
 - v. Other supporting documents.
 - vi. A detailed 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 90% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.
 - vii. New Special Specifications and Special Provisions with Form 1814, if applicable.
 - viii. Address 60% Comments
 - ix. Updated Title Sheet with Index of Sheets
 - x. Final Existing and Proposed Typical Sections
 - xi. Final Summary Sheets
 - xii. Final Traffic Control Plan Sheets
 - xiii. Final Control Data Sheets
 - xiv. Final Removal Layouts
 - xv. Final Plan & Profile Sheets
 - xvi. Final Intersection Layouts
 - xvii. Final Illuminations Sheets
 - xviii. Final Miscellaneous Roadway Details
 - xix. Final Drainage Area Maps
 - xx. Final Culvert Computations
 - xxi. Final Culvert Layouts
 - xxii. Final Hydraulic Computations
 - xxiii. Final Retaining Wall Layouts

- xxiv. Final Bridge Sheets
- xxv. Final Utility Layout Sheets
- xxvi. Final Signing, Delineation, & Pavement Marking Layouts
- xxvii. Final SWP3 Layouts and EPIC Sheet
- xxviii. Final Roadway Cross-Sections (scale 1" = 20), if changed
- xxix. Final construction cost Estimate, marked-up General Notes, Specification Data Sheet, Special Provisions, Special Specifications
- xxx. Final Contract Time Determination
- f. Final submittal (100%).
 - i. Revised supporting documents from 90% review comments.
 - ii. A final 3D corridor model, in the most current format, created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.
 - iii. A final 3D earthwork model, if applicable, in either .XML or .ICM format (as directed by the State) created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.
- A. Electronic Copies
 - 1. The Engineer shall furnish the State with a USB flash drive of the final plans in the current graphics format used by the State, .pdf format, and in the District's File Management System (FMS) format.
 - 2. The Engineer shall also provide separate USB flash drive containing cross section information (in dgn, XLR, & ASCII formats) for the contractor's use.
 - 3. The Engineer shall provide the Primavera (P6) file, MS Project or the latest scheduling program used by the State for construction time estimate.
- B. Calculations
 - 1. The Engineer shall provide the following:
 - a. All quantity and non-structural design calculations.
 - b. Engineering design calculations, load rating calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances.
 - c. Working copies of all spreadsheets and output from any programs utilized on a USB flash drive in a universally reliable format.
 - d. Submit element normally bound using a .pdf format.
- C. Archiving File for Bridge Design Calculations and Notes
 - 1. The Engineer shall scan the design notes (or convert electronic files) and submit a single PDF file for each bridge. In the case of a single design done for twin structures, submit the same notes under two separate NBI numbers.
 - a. Refer to *Figure 6: Guidance for Calculation Retention* in the Bridge Division's *Quality Control and Quality Assurance Guide* at http://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/qa_qc_guide.pdf for the design elements that are required and how to assemble the PDF file.

- b. Additionally, the file should contain:
 - i. Completed Quality Control Cover Sheet from the Quality Control and Quality Assurance Guide at http://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/qa_qc_guide.pdf
 - ii. The Engineer is allowed to use their own cover sheet if it is similar to the Quality Control Coversheet from the Quality Control and Quality Assurance Guide.
 - iii. Bridge layout at the time of the original design
 - iv. Load rating calculations.
 - v. Communication directly related to the included elements
- c. Do not include bridge geometry runs (BGS, Geomath, spreadsheets, etc.).
2. Name the file using the following naming convention:
 - a. Design notes: NBI_DN_yyyy—mm, with yyyy-mm being the year and month the PDF file is submitted (ex. 1234567890abcde_DN_2015-06)
 - b. Change Orders: NBI_CO_yyyy—mm, with yyyy-mm being the year and month the PDF file is submitted (ex. 1234567890abcde_CO_2015-06)
3. Send the Archiving File PDF of bridge design notes to the State's project manager, who will submit to the State's Bridge Management Group. The files will become part of the permanent bridge file in the State's bridge inspection database management system.

ADDITIONAL SERVICES

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

- A. Environmental Documentation
- B. Public Involvement or Public Outreach
- C. Construction staking
- D. Schematic Design
- E. Traffic projections
- F. Traffic Intersection Analysis
- G. Signal warrants or signal timing
- H. Existing water or sanitary sewer relocations
- I. Landscape or Irrigation design
- J. Right of Way Acquisition Services
- K. Bid Phase Services or Construction Contract Administration

CLIENT AND STATE RESPONSIBILITIES

Subject to availability, the services to be provided or performed by the CLIENT or State will include, but not be limited to, the following items:

1. Name, address, and phone number of the CLIENT'S project manager.
2. Records available that would assist in the completion of the work described in PART 2.0.
3. Review, and coordination of review by the State, of recommendations offered by the ENGINEER and approval or rejection of any or all work performed under this contract.

4. Review of progress of work and final acceptance of all documents.
5. Processing of all periodic payment requests submitted by ENGINEER.
6. Assistance in the coordination and scheduling of site visits.
7. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.
8. Available existing Right-of-Way (ROW) maps of state and municipal highway facilities in the project corridor.
9. Available interface data for any projects adjacent to the project corridor.
10. Current average bid prices for construction, maintenance, and operation costs.
11. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
12. Timely reviews of deliverables in accordance with Part 4.0 (Periods of Service) of the Task Order
13. Authorizations and decisions necessary for the ENGINEER to maintain the project work schedule.
14. Examples of acceptable format for the deliverables required by the work authorizations.

SCHEDULE:

The term of this contract commences on the effective date and continues without interruption for a term of 12 months. If the ENGINEER determines that additional time is required to complete the Services, the CLIENT may, but is not obligated to, at their discretion, execute an agreement to grant additional time so long as the amount of consideration does not increase. Deliverables will be submitted to the CLIENT by the ENGINEER according to the following schedule:

Task	Deliverable	Period of Service
1	Data Collection	Through end of project
2	Geotechnical	Q1 2023
3	Subsurface Utility Engineering (SUE)	Q1 2023
4	Roadway Design	2023
	30% PS&E	TBD
	60% PS&E	TBD
	90% PS&E	TBD
	100% PS&E	TBD

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 12 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

TASK DESCRIPTION	Prime Provider KHA	Sub Provider SURVEY	Sub Provider GEOTECH	Sub Provider SUE	Total Labor Cost
1. Data Collection	\$ 15,075.00	\$ -	\$ -	\$ -	\$ 15,075.00
2. Survey	\$ 2,860.00	\$ 3,000.00	\$ -	\$ -	\$ 5,860.00
3. Geotechnical Borings and Investigations	\$ 5,540.00	\$ -	\$ 206,924.74	\$ -	\$ 212,464.74
4. Subsurface Utility Engineering	\$ 4,580.00	\$ -	\$ -	\$ 47,100.00	\$ 51,680.00
5. Roadway Design	\$ 125,935.00	\$ -	\$ -	\$ -	\$ 125,935.00
6. Drainage Design	\$ 94,650.00	\$ -	\$ -	\$ -	\$ 94,650.00
7. Bridge Design	\$ 118,400.00	\$ -	\$ -	\$ -	\$ 118,400.00
8. Retaining Walls	\$ 50,700.00	\$ -	\$ -	\$ -	\$ 50,700.00
9. Traffic Control	\$ 42,585.00	\$ -	\$ -	\$ -	\$ 42,585.00
10. Signing, Pavement Markings and Signalization	\$ 85,675.00	\$ -	\$ -	\$ -	\$ 85,675.00
11. Miscellaneous Design	\$ 113,820.00	\$ -	\$ -	\$ -	\$ 113,820.00
12. Contract Management and Administration	\$ 51,120.00	\$ -	\$ -	\$ -	\$ 51,120.00
LABOR SUBTOTALS	\$ 710,940.00	\$ 3,000.00	\$ 206,924.74	\$ 47,100.00	\$ 967,964.74
Direct Expenses	\$ 6,096.25				\$ 6,096.25
PROVIDER SUBTOTALS (LUMP SUM)	\$ 717,036.25	\$ 3,000.00	\$ 206,924.74	\$ 47,100.00	\$ 974,060.99

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "ENGINEER" shall refer to Kimley-Horn and Associates, Inc., and "CLIENT" shall refer to Midland Development Corporation.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

☒ Please email all invoices to sharris@midlandtxedc.com

☐ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

(This space is intentionally left blank)

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name: Pedro (Rey) Carrasco, Jr., P.E.

Title: Project Manager

Signed:

Printed Name: Brian Boecker, P.E.

Title: Senior Vice President

Midland Development Corporation

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant

harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate,

that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



City Council Meeting

Item Number: 16
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC ("ONCOR") TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL (DISTRICT: ALL) (CITY MANAGER)

Purpose:

Resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the city should be denied.

Recommended City Council Action:

Approve

Fiscal Impact:

\$0.00

Discussion:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MIDLAND, TEXAS,
FINDING THAT THE APPLICATION OF ONCOR
ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”)
TO CHANGE RATES WITHIN THE CITY SHOULD BE
DENIED; FINDING THAT THE CITY’S REASONABLE
RATE CASE EXPENSES SHALL BE REIMBURSED BY
ONCOR; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE
PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING
AND DIRECTING THE CITY SECRETARY TO SEND
COPIES OF THIS RESOLUTION TO ONCOR AND
LEGAL COUNSEL**

WHEREAS, the City of Midland, Texas (the “City”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor”) and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application (the “Application”) to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues, and Oncor asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor’s application and working with the designated attorneys and consultants to resolve issues in Oncor’s filing; and

WHEREAS, through review of the application, the Steering Committee’s consultants determined that Oncor’s proposed rates are excessive; and

WHEREAS, the Steering Committee’s members and attorneys recommend that members deny the Application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION TWO. That Oncor shall continue to charge its existing rates to customers within the City.

SECTION THREE. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION FOUR. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION FIVE. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Morris Williams, Jr., Deputy City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 17
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Whitney Craig, Manager, Health and Senior Services
Subject: MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$63,234.00 FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS 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)

Purpose:

Motion authorizing the acceptance of grant funds from the U.S. Committee for Refugees and Immigrants in the amount of \$63,234.00 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.

Recommended City Council Action:

Approve

Fiscal Impact:

\$63,234.00 in grant funds from the U.S. Committee for Refugees and Immigrants.

Discussion:

The Midland Health Department is seeking approval for the acceptance of this grant. These funds are instrumental in allowing the City to provide services to the community. The Refugee and Immigrants Immunization grant is accepted annually.

Monnie Williams Jr.

City Manager's Office



Refugee Medical Screening
BASE CONTRACT 2023-MIDTX-07

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and Midland Health and Senior Services, a governmental entity, (collectively, the Parties).

1. **Purpose of the Contract:** USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.
2. **Total Amount:** The total amount of this Contract is \$63,234.00. In the event that an amendment to the budget is required, only the budget section of the contract will be revised.
3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding for this Contract, USCRI may restrict, reduce, or terminate funding under this Contract prior to September 30, 2022.
4. **Term of the Contract:** This Contract begins on 10/01/2022 and ends on 9/30/2023. USCRI has the option, in its sole discretion, to renew the Contract. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority:** As applicable, USCRI enters into this Contract under the authority of the Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; the Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; and the Victims of Trafficking and Violence Protection Act of 2000, Public Law 106-386.
6. **Program Name:** Refugee Immunizations

7. Statement of Work:

Section I: OVERVIEW

- A. This Contract covers vaccinations to eligible adults (vaccinations for children are handled under the Vaccines for Children Program, outside of the scope of this Contract).
- B. Contractor shall provide services to, and ensure client eligibility for the following: Department of Health and Human Services Office of Refugee Resettlement (ORR) service and benefit-eligible Refugees, Amerasians, Cuban/Haitian Entrants, Asylees, (Afghan, Ukrainian) Humanitarian Parolees, and U. S. Department of Health and Human Services Office on Trafficking in Persons (OTIP)-certified victims of severe forms of trafficking, certain Iraqis and Afghans granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR.
- C. Services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak sufficient English.

Section II: SERVICES

Contractor must perform the following activities under this Contract:

- A. Maintain capability to provide proper immunizations, and provide those immunizations as well as other associated services as described herein, to adult, eligible clients. Immunizations which must be provided are listed here:
<http://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html#tbl>
- B. Contractor must complete the required Vaccination Record section of the United States Citizen and Immigration Services (USCIS) form I-693 (see <http://www.uscis.gov/i-693>) and the Report of Medical Examination and Vaccination Record. Contractor must complete Part Three – Civil Surgeon’s Certification, for Official Refugees (only) seeking to adjust their status to permanent lawful resident, as described in 2009 technical Instructions for Vaccination for Civil Surgeons.
- C. Contractor shall perform the activities required under this Contract in the Service Area designated in Item VII, “Service Area” of this contract.

Section III: FUNDS

- A. Refugee Medical Assistance (RMA) funds provided to Contractor under this Contract are intended to support and defray actual vaccine costs for adult RMA Program-eligible clients. Funds may also be used for other contract-related activities such as program personnel costs, supplies, and necessary interpreter support.
- B. Funding to Contractor can only be used to support contracted activities. Funds used outside of this scope are considered supplanting. If supplanting is identified, USCRI reserves the right to decrease funding and avail itself of any other remedies available by law.

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- C. Costs of screening, assessments and treatments should be first recovered by Contractor through Medicaid or, Refugee Medical Assistance (via Point Comfort Underwriters) whenever possible. Maximum use of other public health program resources (e.g., funds for immunizations, tuberculosis, etc.) should be used to extent that they are available for use for these patients.
- D. Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided, and shall makes those records immediately available to USCRI upon request.
- E. Contractor shall perform all activities in accordance with Contractor's final, and detailed budget as approved by USCRI and with program guidelines. New and/or revised guidelines will be communicated to Contractor.
- F. USCRI reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.
- G. USCRI monitors Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Contract, Contractor's budget may be subject to a decrease for the remainder of the Contract terms. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- H. Contractor agrees to read and comply with 2 CFR §200.501, Audit Requirements, and work with USCRI staff regarding the management of funds received under this Contract.

Section IV: PERFORMANCE MEASURES

USCRI will monitor the Contractor's performance of the requirements in the Statement of Work and compliance with the other provisions of this Contract.

Section V: REPORTING REQUIREMENTS

Contractor shall:

- A. Submit program and fiscal reports. Reports should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Director of Refugee Health Services
U.S. Committee for Refugees and Immigrants
Department of Refugee Health Services
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Refugee Medical Screening
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Email Address

RMSTX@uscrimail.org

B. Program reports shall utilize the form provided by USCRI and include, but not be limited to:

1. Clinic Location
2. Date of Service
3. Full Name
4. Alien Number
5. Date of Birth
6. Arrival Date in U.S
7. Country of Origin
8. Immigration Status
9. Re-located From Which State; and
10. Vaccinations given to adults only.

C. Program reports are due by the 10th of each month, following the month of service.

D. Fiscal reports shall include, but not be limited to:

1. Annual single audit in accordance with 2 CFR §200.514 and other applicable federal, state and local guidance; and
2. Financial statement in accordance with 2 CFR §200.510 and other applicable federal, state and local guidance.

E. Other program and financial status reports according to the template and instructions provided by USCRI.

F. Fiscal reports shall reflect the following reporting periods and submission due dates:

Refugee Medical Screening
BASE CONTRACT 2023-MIDTX-07

Reporting Period		Due Date
Start Date	End Date	
October 1, 2022	December 31, 2022	January 9, 2023
January 1, 2023	March 31, 2023	April 8, 2023
April 1, 2023	June 30, 2023	July 8, 2023
July 1, 2023	September 30, 2023	October 7, 2023

G. Failure to submit reports shall constitute a breach of contract.

Section VI: BILLING INSTRUCTIONS:

- A. Contractor shall request payments using the USCRI's Purchase Voucher form and acceptable supporting documentation and detailed expenses for reimbursement of the required services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Director of Finance and Compliance
U.S. Committee for Refugees and Immigrants
Department of Finance and Compliance
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address

rhsinvoice@uscridc.org

- B. Request for payments should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20th business day of the month in which the request for payment was made. Requests for payments received after the 10th business day will be processed in the ensuing month.
- C. Contractor shall close all requests for payment within 45 calendar days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process request for payments made after the closing period.

8. Service Area

City of Midland and surrounding areas.

Refugee Medical Screening
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9. Award Information:

Award Name: Refugee Immunizations
Award Number: 2023-MIDTX-07

Award Start Date: October 1, 2022
Award End Date: September 30, 2023

10. Renewals

Number of Renewals Remaining: 0

Date Renewals Expire: September
30, 2023

11. Payment Method

Cost Reimbursement

12. Source of Funds

Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant
Assistance State Administered Programs

13. EIN Number

75-600608

14. UEI Number

CPZ1T3B85A64

15. Special Provisions

- A. Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable rules concerning the confidentiality of medical records, including providing each patient with a Notice of Privacy Practices and responding to patients' requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications. Parties agree to enter into and adhere by a Business Associate Agreement per HIPAA requirements.
- B. Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf, unless required (or permitted without patient consent) by law in accordance with HIPAA and the Texas Health and Safety Codes; however, USCRI may require Contractor, or any subcontractor, to timely transfer a client or patient record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.
- C. USCRI shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, USCRI shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.
- D. Contractor must submit all amendment and revision requests in writing to USCRI's Department of Refugee Health Services at least 90 days prior to the end of the term of this Contract.

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16. Governing Law and Venue

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the City of Midland Health if the lawsuit arises in Federal Court or City of Midland Health if the matter arises in State Court.

17. Documents Forming Contract

The Contract consists of the following:

- | | |
|-----------------------------|---|
| A. Contract (this document) | 2023-MIDTX-07 |
| B. Attachments | Budget |
| C. Declarations | Certification Regarding Lobbying
Fiscal Federal Funding Accountability and Transparency
Act (FFATA) Certification |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCRI and Contractor and incorporated herein.

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18. Payee

The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract.

Name: Midland Health and Senior Services
Employer Identification Number: 75-600608

19. Entire Agreement

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

20. Liability

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

Refugee Medical Screening
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I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**U.S. Committee for Refugees
and Immigrants**

Eskinder Negash

Signature of Authorized Official

9/1/22

Date

Eskinder Negash
President and CEO
2231 Crystal Drive
Suite 350
Arlington, VA 22202

(703) 310-1130
RMSTX@uscrimail.org

Midland Health and Senior Services

Signature of Authorized Official

Date

Whitney Craig
Health and Senior Services Manager
PO Box 4905
Midland, Texas 79704

Refugee Medical Screening
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Organization Name:	Midland Health and Senior Services	Program ID:	Refugee Immunization
Contract Number	2022-MIDTX-07		

Budget Categories

Budget Categories	USCRI Funds Requested	Cash Match	In-Kind Match Contributions	Category Total
Personnel	\$0.00			\$0.00
Fringe Benefits	\$0.00			\$0.00
Travel	\$0.00			\$0.00
Equipment	\$0.00			\$0.00
Supplies	\$3,576.00			\$3,576.00
Contractual	\$0.00			\$0.00
Other	\$59,658.00			\$59,658.00
Total Direct Costs	\$63,234.00			\$63,234.00
Indirect Costs	\$0.00			\$0.00
Totals	\$63,234.00			\$63,234.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Midland Health and Senior Services

Contract Number: 2023-MIDTX-07

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐ Applicable

☐ Non-Applicable

Whitney Craig

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which USCRI relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, USCRI may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to USCRI if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to USCRI detailing which of the below statements it cannot certify and why.

Organization Name: Midland Health and Senior Services

Address: PO Box 4905 State: Texas

City: Midland Zip Code (9 digit): 79704

Payee Name: Midland Health and Senior Services

Address: PO BOX 4905 State: TX

City: Midland Zip Code (9 digit): 79704-4905

EIN: 75-600608 Mail Code: 016

Payee UEI No.: CPZ1T3B85A64

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?
☐ Yes ☐ No
2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
☐ Yes ☐ No
3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
☐ Yes ☐ No

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

4. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers. Example: John Blum: \$500,000; Mary Redd: \$500,000; Eric Gant: \$400,000; Todd Platt: \$300,000; Sally Tom: \$300,000.

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name:

Email:

Telephone:

FFATA Contact Person #2

Name:

Email:

Telephone:

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Date



City Council Meeting

Item Number: 18
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Kelly Martinez, Senior Planner
Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF FREMIN ADDITION, BEING A PLAT OF A 25.43-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST COUNTY ROAD 75, APPROXIMATELY 1,561 FEET EAST OF NORTH COUNTY ROAD 1287) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Stephen Marcum, is requesting to plat a 25.43-acre tract of land out of Section 31, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, to obtain a septic permit. This plat is greater than 25 acres; therefore, approval from Council is required.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact.

Current Zoning:

Extraterritorial Jurisdiction

This request has been routed to all respective departments for internal review. The comments are below.

Discussion:

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

No Comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Property is outside of the designated service areas. [For applicant's information only.]

ROW: Okay as shown. [For applicant's information only.]

PAVING: County Road 75 is sub-standard, construct to City Standards for entire platted frontage or request a deferral. County Road 77 is sub-standard, construct to City Standards for entire platted frontage or request a deferral. [Reference City Code Sect. 11-2-3(G)2]

WATER: 16" water main exists in West County Road 77 south of tract, okay as is. [For applicant's information only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For applicant's information only.]

PRO RATA: None. [For applicant's information only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage or request a deferral. For areas not served by wastewater that are platting for a septic permit. Per TAC Title 30, Part 1 Chapter 285 Subchapter A, Rule 285.4(a) (1) (A) Areas served by public water systems shall have lots of at least ½ acre. Per TAC Title 30, Part 1 Chapter 285 Subchapter A, Rule 285.4(a) (1) (B) Areas NOT served by public water systems shall have lots of at least 1 acre. [Reference City Code Sect. 11-2-3(G)2]

DRAINAGE: Show compliance with Fremin Addition Drainage Memo, prepared by Skyline Civil Group and approved by City on 08/18/2022. [Reference City Code Sect. 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For applicant's information only.]

SIDEWALKS: Required with building permit. [For applicant's information only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

Future development shall meet the requirements of IFC 2015 ed. and local ordinances.

CODE COMPLIANCE: (Approved)

Not in the City limits- no oil or gas jurisdiction.

GIS: (Approved)

No comments.

Health (Approved)

Yes, the health department will review applications from the 3 proposed lots of Fremin Addition, PLAT OF A 25.4 ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY each lot 1 is 6 acre lot 2 is 6.9 acre and lot 3 is 12.4 acre to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

PLANNING: (Approved with Conditions)

According to MCAD Pebble Brook Realty, LLC and Amandyleo Holding Company, LLC own portions of the proposed plat. Provide proof of ownership or add the owners' name and information to the face of the plat. All owners must have their own owner's certificate and acknowledgement. [Informational]

Staff recommends approval of the Preliminary Plat of Fremin Addition, subject to conditions A and B.

Conditions:

- A. Approval of this preliminary plat is conditioned upon the approval of the preliminary drainage plan by the City Engineer. Midland City Code 11-2-3(D)8.**

B. Approval of this preliminary plat is conditioned upon public improvements being completed prior to the approval of a final plat by the City or with an exception when waived or deferred by the Council. Midland City Code 11-2-3(G)2.

Attachments:

Preliminary Plat
Application
Map



City Manager's Office



Preliminary Plat Application

Project Number:

SUB-21-0482

Case Number:

P-22-1410

Proposed Subdivision Plat Name: Freemin AdditionLegal Description (attached sealed Metes and Bounds): 25.43 Acres out of Section 31, Block 40, T-1-S,
T.&P. R.R. Co. Survey, Midland County, Texas**Property Owner**

Printed Name:

Miller Tubular Properties, LLC

Phone 4326851226

Email

Address

805 Acro Drive

City

Shreveport

State

LA

Zip

7101

Developer (if different than Owner)

Printed Name: SAME

Phone 4326851226

Email

Address

City

State

Zip

Representative (if acting as Agent, see affidavit on page 2)Firm: Skyline Civil Group

Printed Name: Stephen Marcum

Phone 4326851226

Email

smarcum@skylinecivilg
roup.com

Address

3323 North Midland Drive

City

Midland

State

Tx

Zip

79707

Current Zoning: _____

Reason for Platting: Septic/WWTP**Plat Information**

Total Acreage: _____

Type:

☐ Single-Family Residential☐ Multi-Family Residential☒ Commercial☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 3

Number of Multi-family Dwelling Units: _____

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development AgreementDo you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and **all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved**, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature): Michael Miller

Date: 7-28-2022

Property Owner (printed): Michael Miller

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by _____ the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 __, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☒ Plat in Digital Format (PDF/JPEG)

☒ Application Fee

☒ 1 Copy of Plat (11x17)

Check # Credit card Form

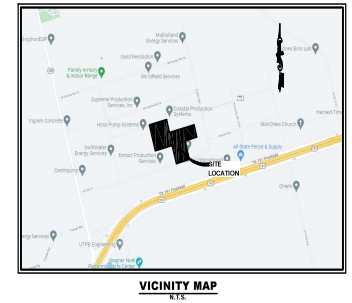
AUG 23 2022

Received By: London [Signature]

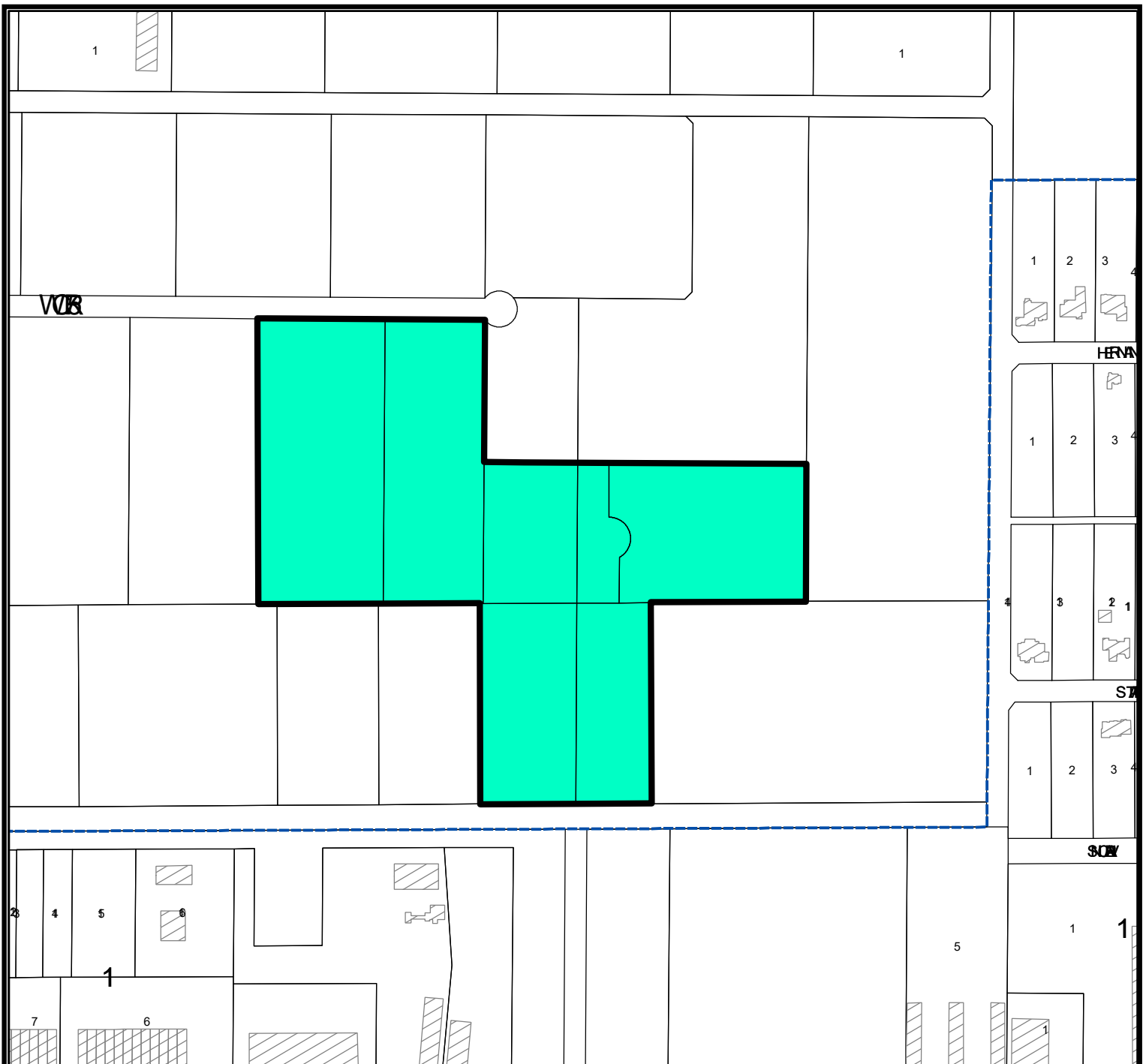
Date: 8/23/22

****Application will not be considered for scheduling until reviewed by a planner.****

BEING A PLAT OF A 25.43 ACRE TRACT OF LAND OUT OF
SECTION 31, BLOCK 40, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS.



FREMIN ADDITION



LOCATION MAP

SUB-21-0482

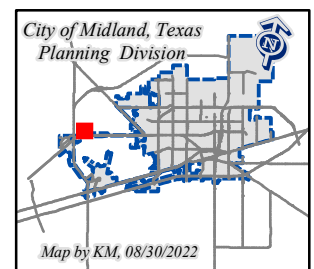
Scale: 1" = 200'

Consider a request by Stephen Marcum, for a proposed Preliminary Plat of Fremin Addition, , being a plat of a 25.43-acre tract of land out of Section 31, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the southside of West County Road 75, approximately 1,561-square feet east of North County Road 1287 (outside Territorial Jurisdiction) 18.8

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A 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 27, 2022



City Council Meeting

Item Number: 19
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Landon Ochoa, Planner
Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF TAHOE LAKES ADDITION, SECTION 4, BEING A REPLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 385 FEET EAST OF THE INTERSECTION OF SOUTH LAMESA ROAD AND ALBERT AVENUE) (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Landgraf, Crutcher & Associates, is requesting to replat Lot 2, Block 1, Tahoe Lakes Addition, Section 2, City and County of Midland, Texas, for the purpose of changing the boundary. This plat is greater than 25 acres; therefore, approval from Council is required.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact.

Current Zoning:

MF-22, Multiple-Family Dwelling District in part and PD, Planned Development District for a Housing Development.

This request has been routed to all respective departments for internal review. The comments are below.

Discussion:

The applicant, Landgraf, Crutcher & Associates, is requesting to replat Lot 2, Block 1, Tahoe Lakes Addition, Section 2, City and County of Midland, Texas, for the purpose of changing the boundary.

Current Zoning:

MF-22, Multiple-Family Dwelling District in part and PD, Planned Development District for a Housing Development.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No objection.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Initial Impact Fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the permitting process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases. [Per Midland City Code Sect. 11-14-6]

ROW: TxDOT review requested. [For Applicant's Information Only.]

PAVING: Interstate 20 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. Public Improvement plans for paving were accepted by the City on 12/20/21. Paving improvements have not been installed and accepted; there has not been a request for a final walk-through. [Reference City Code Section 11-2-3(G)1]

WATER: Public improvement plans for water were approved by the City on 01/06/2022. Water improvements have not been installed and accepted; there has not been a request for a final walk-through. [Reference City Code Section 11-2-3(G)1]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: Public improvement plans for sewer were approved by the City on 01/06/2022. Wastewater improvements have not been installed and accepted; there has not been a request for a final walk-through. [Reference City Code Section 11-2-3(G)1]

DRAINAGE: Show compliance with Oasis Master Drainage Report, prepared by LCA Engineering and approved by City on 12/20/2021. [Reference City Code Sect. 11-2-3(D)8(a)]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

Provide corner clips in the private street ROW at their intersections with Latta St.

No additions or changes to site access are approved with plat or zoning review.

Driveways or other access points are approved only with construction drawing review.

FIRE: (Approved)

Future development shall meet the requirements of IFC 2015 ed. and local ordinances

CODE COMPLIANCE: (Approved)

No Oil and Gas Issues.

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 well would need to be identified.

GIS: (Approved)

Some of the inside calls are harder to read. [For Applicant's Information Only.]

CRMWD: (Approved)

We do not have any comments on this plat.

PLANNING: (Approved with Conditions)

The legal description should read, "Being a replat out of southwest quarter of Tahoe Lakes Addition, Section 1, Block 39, T-2-S, T & P, RR. Co. Survey, City and County of Midland, Texas. [For Applicant's Information Only.]

Provide square footage of the proposed lot. [Midland City Code 11-2-3(D)4(h).]

Under 'Owner Certificate', please change and owner's name. [For Applicant's Information Only.]

The zoning is MF-22, Multiple-Family Dwelling District in part, and PD, Planned District for Housing Development.

This is a residential replat; therefore, a public hearing is required at the preliminary phase. [Midland City Code 11-2-7(A)2(b)]

This plat is greater than 25 acres; therefore, approval from Council is required. [Midland City Code § 11-2-3(D)11(a)6]

Under the Certificate of Approval, add the names of the chairman, Lucy Sisniega and secretary, Elizabeth Shaughnessy. Midland City Code 11-2-3(H)m(3)

Add the block number and lot number and names of abutting property owners. [For Applicant's Information Only.]

"Approval of a site plan by the City of Midland may be required before these lot(s) may be developed and before a building permit may be obtained."

Staff recommends approval with staff's recommended conditions of the Preliminary Plat of Tahoe Lakes Addition, Section 4, Subject to conditions A through D.

Conditions:

- A. Approval of this preliminary plat is subject to the final plat containing a complete owner's certificate. Midland City Code 11-2-3(H)m(3).**
- B. Approval of this preliminary plat is subject to the final plat containing the layout, numbers and approximate dimensions of lots and blocks. Midland City Code 11-2-3(D)4(h).**
- C. Approval of this preliminary plat is conditioned upon the approval of the preliminary drainage plan by the City Engineer. Midland City Code 11-2-3(D)8(a).**
- D. Approval of this preliminary plat is conditioned upon public improvements being completed prior to the approval of a final plat by the City or with an exception when waived or deferred by the Council. Midland City Code 11-2-3(G)1).**

Attachments:

Application
Proposed Preliminary Plat
Maps

A handwritten signature in black ink, appearing to read "Robert Palmer". The signature is fluid and cursive, with the first name "Robert" and last name "Palmer" clearly distinguishable.

City Manager's Office



Preliminary Plat Application

Project Number:

Case Number:

Sub-22-0546
P-22-1408

Proposed Subdivision Plat Name: Tahoe Lakes Addition Section 4

Legal Description (attached sealed Metes and Bounds): Being a replat of Lot 2, Block 1, Tahoe Lakes Addition Sec. 2 described in Cab. M, Pg. 73, of the Midland County Plat Records and 8.990 acre located in Sec. 1, Block 39, T-2-S, T&P RR. Co. Survey City and County of Midland, Texas.

Property Owner

Printed Name: Zekelman Property, LLC

Phone ()
Email

Address 277 W. Monroe Street Suite 2600

City Chicago

State IL

Zip 60606

Developer (if different than Owner)

Printed Name:

Phone ()
Email

Address

City

State

Zip

Representative (if acting as Agent, see affidavit on page 2)

Firm: Landgraf, Crutcher & Associates

Printed Name: LCA

Phone (432) 332-5058

Email lca@lcaodessa.com

Address 521 N. Texas Avenue

City Odessa

State TX

Zip 79761

Current Zoning: MF22, PD**Reason for Platting:** Boundary change of originally Tahoe Lakes Add. Sec. 2 (corner clip) & R.O.W. dedication**Plat Information**

Total Acreage: 27.31

Type: ☐ Single-Family Residential☒ Multi-Family Residential☒ Commercial☐ Extraterritorial Jurisdiction (ETJ)

Number of Residential Lots: See approved site plan

Number of Multi-Family Dwelling Units: See approved site plan

Submittal and Fees**Items to be submitted with this application form:**

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development AgreementDo you expect to request a development agreement with the City? ☐ Yes ☒ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature):

Date:

Property Owner (printed):

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Zekelman Property, 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.

George E. Thornley
Authorized Agent (signature)

Subscribed and sworn to before me, this 10th day of August, 20 22, to certify which witness my hand and seal of office.



Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☒ Plat in Digital Format (PDF/JPEG)

☒ Application Fee

☒ 1 Copy of Plat (11x17)

Check # _____

Received By: Jordan Estee

Date: LO

RECEIVED
AUG 23 2022

PACKET

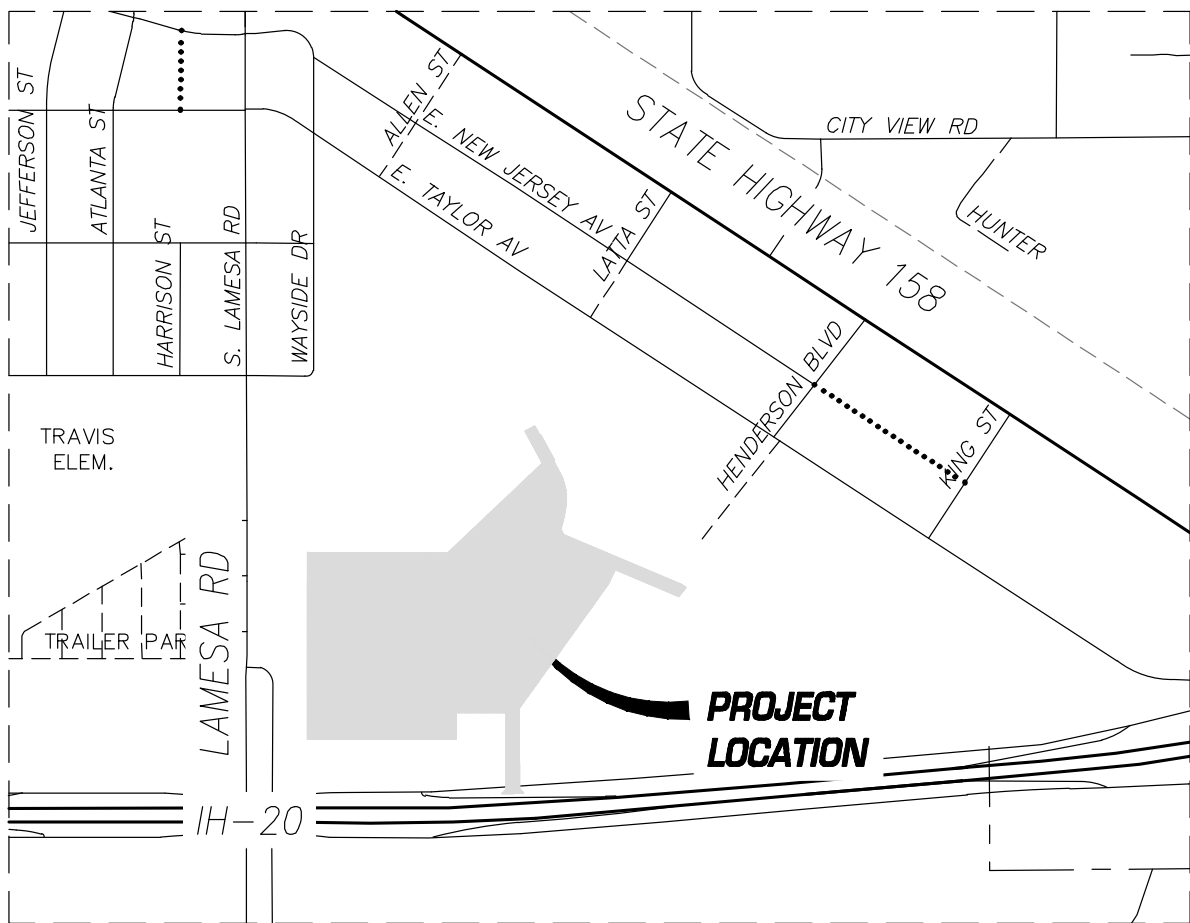
197

September 27, 2022

Application will not be considered for scheduling until reviewed by a planner.

TAHOE LAKES ADDITION, SECTION 4

BEING A RE-PLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2
DESCRIBED IN CABINET M, PAGE 73, OF THE MIDLAND COUNTY PLAT RECORDS
AND 8.90 ACRES LOCATED IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY
CITY AND COUNTY OF MIDLAND, TEXAS



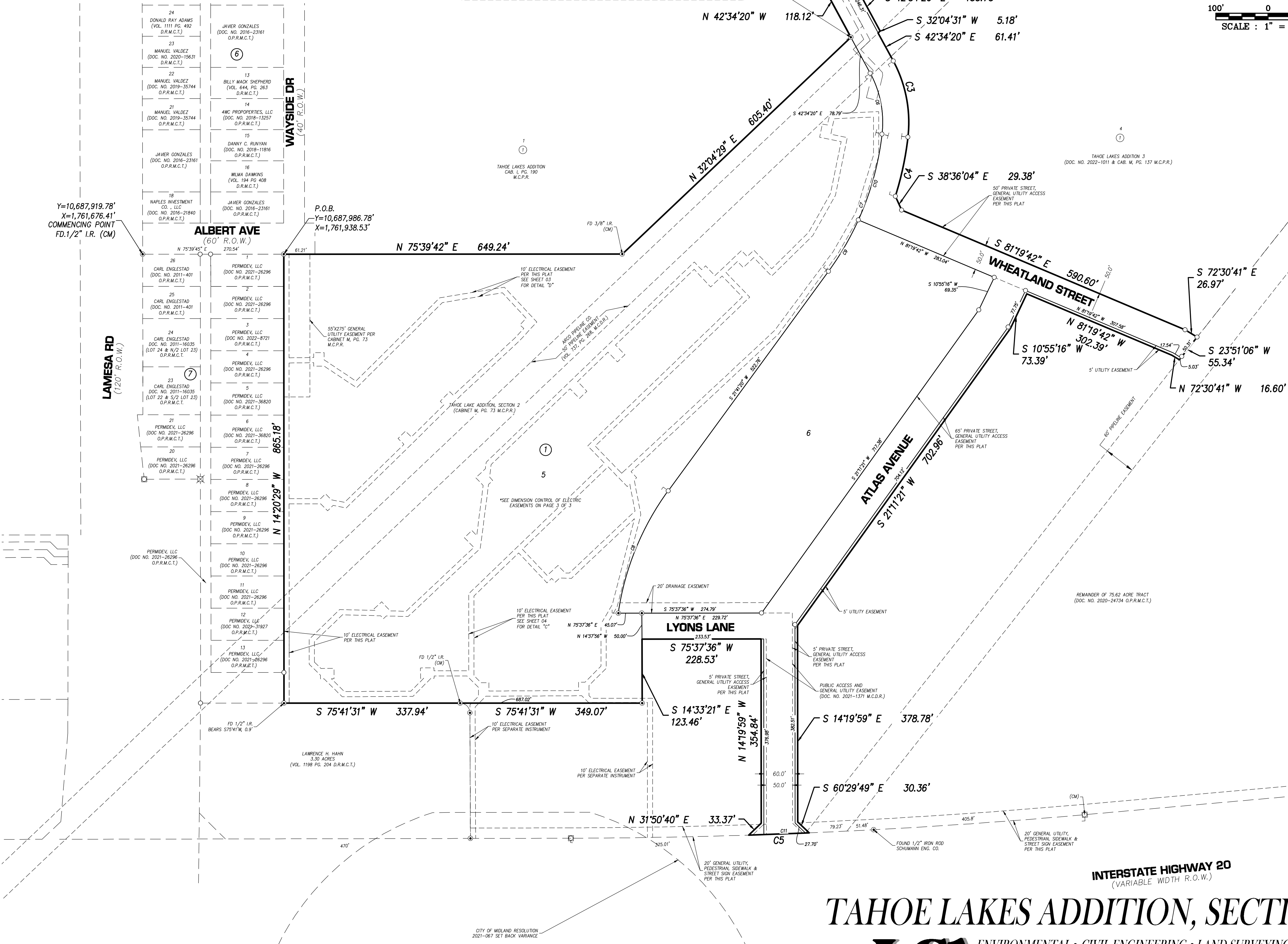
VICINITY MAP

SCALE: N.T.S.

LEGEND

- FOUND 1/2" I.R. W/CAP
MARKED "LCA ODESSA TX"
UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP
MARKED "LCA ODESSA TX"
- TXDOT R.O.W. MONUMENT
- ✕ BROKEN TXDOT R.O.W. MONUMENT
- (CM) CONTROL MONUMENT
- △ PC OR PT

CURVE TABLE					
Curve #	DELTA	RADIUS	LENGTH	CD. BEARING	CD. DIST.
C1	8°41'26"	330.00'	50.05'	N 48°19'30" E	50.01'
C2	0°45'19"	379.99'	5.01'	N 44°03'24" E	5.01'
C3	34°43'22"	250.00'	151.51'	S 25°12'39" E	149.20'
C4	11°01'51"	606.30'	116.73'	S 02°20'03" E	116.55'
C5	0°35'17"	11,309.20'	116.06'	S 73°32'08" W	116.06'
C6	34°43'22"	200.00'	121.21'	S 25°12'39" E	119.36'
C7	29°32'19"	556.30'	286.80'	S 06°55'11" W	283.63'
C8	27°47'11"	530.00'	257.03'	S 07°47'45" W	254.52'
C9	11°47'20"	556.30'	114.46'	S 15°47'41" W	114.26'
C10	17°44'59"	556.30'	172.34'	N 01°01'31" E	171.65'
C11	0°21'17"	11,309.20'	70.03'	S 73°28'46" W	70.03'



INTERSTATE HIGHWAY 20
(VARIABLE WIDTH R.O.W.)

TAHOE LAKES ADDITION, SECTION 4



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

521 North Texas, Odessa Tx. 79761 F-001363 F-10034300

Phone # (432) 332-5058

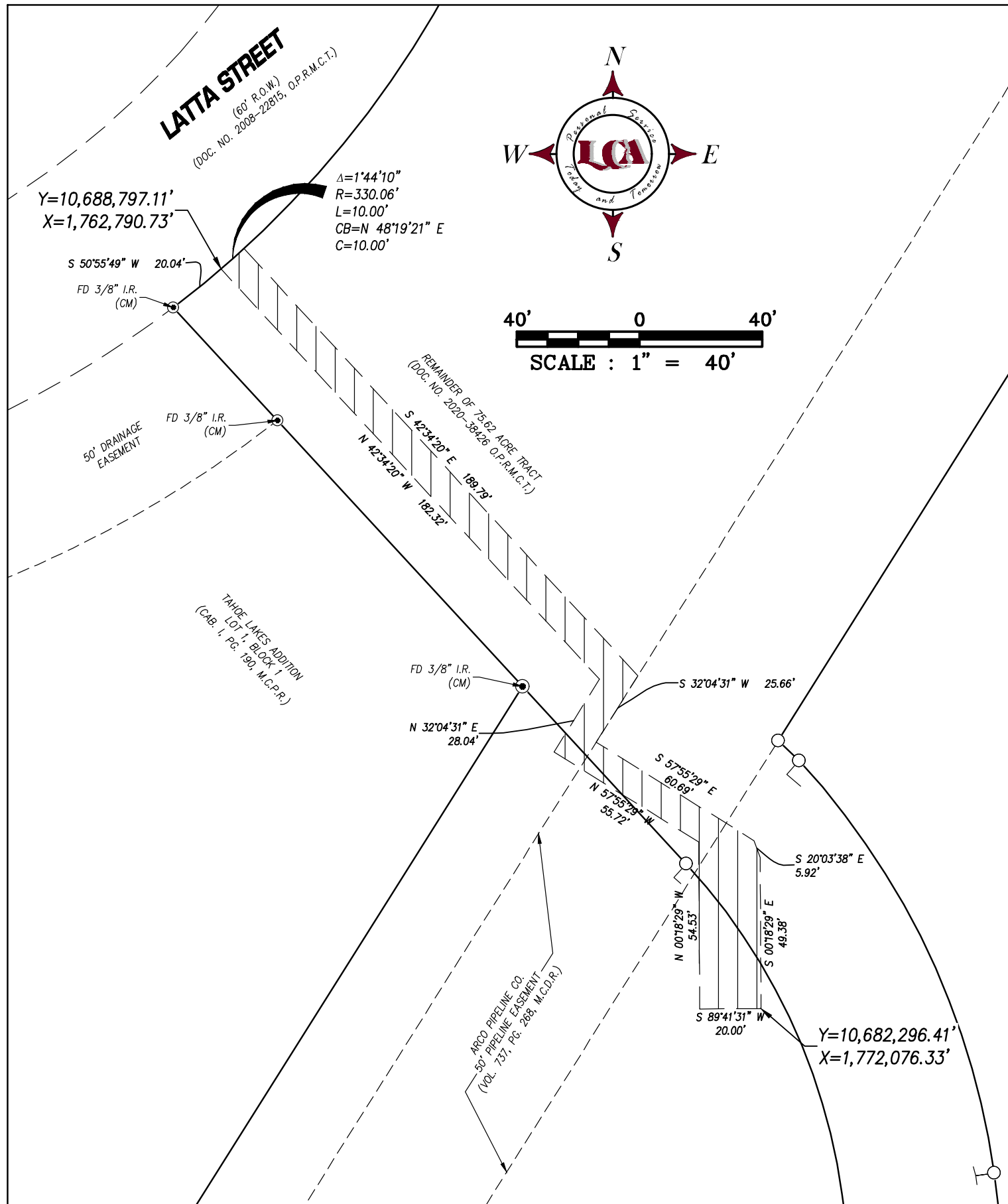
E-Mail : lca@lcaodessa.com

SHEET 01 OF 03

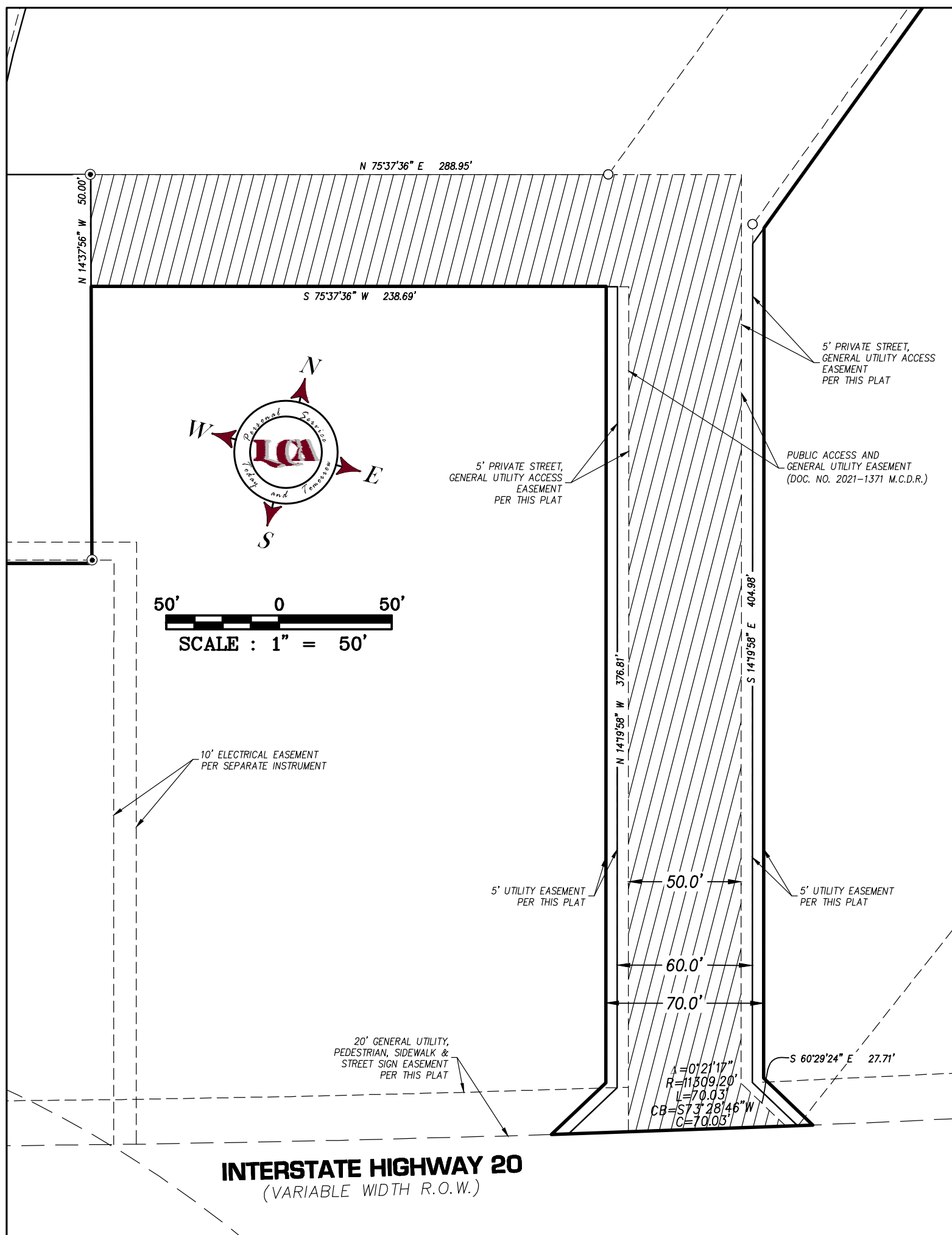
ENG: _____ E.T. _____
SVY: _____ DFT: _____
LCA JOB No. 2021-001

TAHOE LAKES ADDITION, SECTION 4

BEING A RE-PLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2
DESCRIBED IN CABINET M, PAGE 73, OF THE MIDLAND COUNTY PLAT RECORDS
AND 8.90 ACRES LOCATED IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY
CITY AND COUNTY OF MIDLAND, TEXAS



DETAIL "A"



DETAIL "B"

STATE OF TEXAS
COUNTY OF MIDLAND

BEING ALL OF LOT 1 BLOCK 2, TAHOE LAKES ADDITION, SECTION 2 AS DESCRIBED IN CABINET M PAGE 73 OF THE MIDLAND COUNTY PLAT RECORDS AND A 57.22-ACRE REMAINDER OF THAT CERTAIN 75.62-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2020-24734 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND ALSO A 0.59-ACRE PORTION OF THE ALLEYS AND STREET LOCATED IN THAT CERTAIN CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION PLAT, ALL IN SECTION 1 BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT (Y=10,687,919.78' & X= 1,761,676.41') A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) AT THE SOUTHEAST CORNER OF LAMESA ROAD AND ALBERT AVENUE AS DESCRIBED ON THAT CERTAIN PLAT OF TAHOE LAKES ADDITION, AS RECORDED IN CABINET I, PAGE 190 OF THE MIDLAND COUNTY PLAT RECORDS AND ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN 0.16-ACRE TRACT, ALSO KNOWN AS (AKA) LOT 26, BLOCK 7 OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AS DESCRIBED IN DOCUMENT NO. 2011-401 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS,

THENCE NORTH 75°39'45" EAST WITH THE NORTH LINE OF SAID AKA LOT 26 AND THE NORTH LINE OF LOT 1 OF BLOCK 7 OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID ALBERT AVENUE A DISTANCE OF 270.54 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) Y= 10,687,986.75' & X= 1,761,938.33' ON THE EAST LINE OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AND THE SOUTH RIGHT-OF-WAY OF SAID ALBERT AVENUE AND THE NORTHWEST CORNER OF LOT 5 BLOCK 1 TAHOE LAKES ADDITION, SECTION 2 AS DESCRIBED IN CABINET M PAGE 73 OF THE MIDLAND COUNTY PLAT RECORDS AND BEING THE POINT OF THE BEGINNING OF THIS SURVEY;

THENCE NORTH 75°39'42" EAST WITH THE NORTH LINE OF SAID BLOCK 2, PASS THE SOUTHEAST CORNER OF SAID ALBERT AVENUE AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID TAHOE LAKES ADDITION AT 61.21 FEET, CONTINUING WITH THE SOUTH LINE OF SAID LOT 1, A TOTAL DISTANCE OF 649.24 FEET TO A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT A POINT OF DEFLECTION OF THIS SURVEY;

THENCE NORTH 32°04'29" EAST WITH THE SOUTHERN LINE OF SAID LOT 1 AND THE NORTHERN LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 605.40 FEET TO A 3/8" IRON ROD FOUND AT THE EASTERNMOST SOUTHEAST CORNER OF SAID LOT 1 AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE NORTH 42°34'20" WEST WITH THE EAST LINE OF SAID LOT 1, PASS THE SOUTH LINE OF A 50-FOOT DRAINAGE EASEMENT AT 118.12 FEET, IN ALL A TOTAL DISTANCE OF 168.30 FEET TO A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE NORTHERN CORNER OF SAID LOT 1 ON THE CURVED SOUTH RIGHT-OF-WAY LINE OF LATA STREET AS DESCRIBED IN DOCUMENT NO. 2008-22815 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS HAVING A RADIAL BEARING OF NORTH 37°19'47" WEST;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 08°41'26", AN ARC LENGTH OF 50.05 FEET, A CHORD LENGTH OF 50.01 FEET BEARING NORTH 48°19'30" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" FOUND AT THE POINT OF TANGENCY;

THENCE SOUTH 42°34'20" EAST, A DISTANCE OF 50.07 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET ON THE SOUTH LINE OF SAID 50-FOOT DRAINAGE EASEMENT AND BEING ON A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 379.99 FEET, A DELTA ANGLE OF 00°45'19", AN ARC LENGTH OF 5.01 FEET, A CHORD LENGTH OF 5.01 FEET BEARING NORTH 44°03'24" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE SOUTH 42°34'20" EAST, A DISTANCE OF 133.75 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 32°04'31" WEST, A DISTANCE OF 5.18 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 42°34'20" EAST, PASS A ½" RIN ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE NORTHERNMOST NORTHWEST CORNER OF LOT 4 BLOCK 1 OF TAHOE LAKES ADDITION, SECTION 3 AS DESCRIBED IN CABINET M PAGE 137 OF THE SAID MIDLAND COUNTY PLAT RECORDS AT 51.85 FEET, IN ALL A TOTAL DISTANCE OF 61.41 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG THE SOUTHERN LINE OF LOT 4 OF SAID CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 250.00 FEET, A DELTA ANGLE OF 03°44'32", AN ARC LENGTH OF 151.51 FEET, A CHORD LENGTH OF 149.20 FEET BEARING SOUTH 25°12'39" EAST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE POINT OF COMPOUND CURVATURE;

THENCE ALONG THE SOUTHERN LINE OF LOT 4 OF SAID CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 606.30 FEET, A DELTA ANGLE OF 11°01'51", AN ARC LENGTH OF 116.73 FEET, A CHORD LENGTH OF 116.55 FEET BEARING SOUTH 02°20'03" EAST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE POINT OF TANGENCY AT A CUT-BACK CORNER OF SAID LOT 4 BLOCK 1;

THENCE SOUTH 38°36'04" EAST WITH THE SOUTH LINE OF SAID LOT 4 BLOCK 1, A DISTANCE OF 29.38 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A CUT-BACK CORNER;

THENCE SOUTH 81°19'42" EAST WITH A SOUTH LINE OF SAID LOT 4 BLOCK 1, A DISTANCE OF 590.60 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A POINT OF DEFLECTION OF SAID LOT 4 BLOCK 1;

THENCE SOUTH 72°30'41" WEST WITH A SOUTH LINE OF SAID LOT 4 BLOCK 1, A DISTANCE OF 26.97 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE SOUTHEAST CORNER OF SAID LOT 4 BLOCK 1 ON THE NORTHERN LINE OF A 60-FOOT PIPELINE EASEMENT;

THENCE SOUTH 23°51'06" WEST WITH THE NORTHERN LINE OF SAID 60-FOOT PIPELINE EASEMENT, A DISTANCE OF 55.34 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR THE EASTERNMOST SOUTH CORNER OF THIS PLAT;

THENCE NORTH 72°30'41" WEST WITH THE SOUTHERN LINE OF A PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET SOUTH OF AND PARRALLEL TO THE SOUTH RIGHT-OF-WAY OF PROPOSED WHEATLAND STREET, A DISTANCE OF 16.60 FEET TO A ½" IRON ROD SET AT A POINT OF DEFLECTION;

THENCE SOUTH 81°19'42" EAST, WITH THE SOUTH LINE OF SAID PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET SOUTH OF AND PARRALLEL TO THE SOUTH RIGHT-OF-WAY OF SAID PROPOSED WHEATLAND STREET, A DISTANCE OF 302.39 FEET TO A ½" IRON ROD SET AT AN ELL CORNER OF THIS PLAT;

THENCE SOUTH 10°55'16" WEST WITH THE EASTERN LINE OF SAID PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET EAST OF AND PARRALLEL TO THE EAST RIGHT-OF-WAY OF SAID PROPOSED ATLAS AVENUE, A DISTANCE OF 73.39 FEET TO A ½" IRON ROD SET AT AN ELL CORNER OF THIS PLAT;

THENCE SOUTH 21°11'21" WEST WITH THE EASTERN LINE OF SAID PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET EAST OF AND PARRALLEL TO THE EAST RIGHT-OF-WAY OF PROPOSED ATLAS AVENUE, A DISTANCE OF 702.96 FEET TO A ½" IRON ROD SET AT AN ELL CORNER OF THIS PLAT;

THENCE SOUTH 14°19'59" EAST WITH THE EASTERN LINE OF SAID PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET EAST OF AND PARRALLEL TO THE EAST RIGHT-OF-WAY OF SAID PROPOSED ATLAS AVENUE, A DISTANCE OF 378.78 FEET TO A ½" IRON ROD SET AT POINT OF DEFLECTION OF THIS PLAT;

THENCE SOUTH 60°29'49" EAST WITH THE EASTERN LINE OF SAID PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET EAST OF AND PARRALLEL TO THE EAST RIGHT-OF-WAY OF SAID PROPOSED ATLAS AVENUE, A DISTANCE OF 30.36 FEET TO A ½" IRON ROD SET AT POINT OF DEFLECTION OF THIS PLAT ON THE CURVED NORTHERN RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE ALONG SAID CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 11,309.20 FEET, A DELTA ANGLE OF 00°35'17", AN ARC LENGTH OF 116.06 FEET, A CHORD LENGTH OF 116.06 FEET BEARING SOUTH 73°32'08" WEST TO ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A CUT-BACK CORNER AND A POINT OF DEFLECTION OF THIS PLAT;

THENCE NORTH 31°50'40" EAST, A DISTANCE OF 33.37 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF DEFLECTION OF THIS PLAT;

THENCE NORTH 14°19'59" WEST WITH THE WEST LINE OF SAID PROPOSED 5-FOOT UTILITY EASEMENT BEING 5-FEET WEST OF AND PARRALLEL TO THE WEST RIGHT-OF-WAY OF SAID PROPOSED ATLAS AVENUE, A DISTANCE OF 354.84 FEET TO A ½" IRON ROD SET AT AN ELL CORNER OF THIS PLAT AT THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED LYONS LANE;

THENCE SOUTH 75°37'36" WEST WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED LYONS LANE AS DESCRIBED IN DOCUMENT NO. 2021-1371 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS, A DISTANCE OF 228.53 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET ON THE EAST LINE OF SAID LOT 5 BLOCK 1;

THENCE SOUTH 14°33'21" EAST WITH THE EAST LINE OF SAID LOT 5 BLOCK 1, A DISTANCE OF 123.46 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH 75°41'31" WEST THE SOUTH LINE OF SAID BLOCK 2, AT A DISTANCE OF 349.07 FEET PASS A ½" IRON ROD ON THE NORTH LINE OF THAT CERTAIN 3.30-ACRE TRACT AS DESCRIBED ON VOLUME 1198 PAGE 204 OF THE DEED RECORDS OF MIDLAND COUNTY TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID LOT 5 BLOCK 1 AND THE NORTH LINE OF SAID 3.30-ACRE TRACT, A TOTAL DISTANCE OF 687.01 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF THE REMAINDER OF SAID 101.49-ACRE TRACT AND IN THE SOUTH LINE OF A PROPOSED STREET ON THE SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, WHENCE A ½" IRON ROD BEARS SOUTH 75°41' WEST, A DISTANCE OF 0.9 FEET;

THENCE NORTH 14°20'29" WEST WITH THE EAST LINE OF LOTS 13 THRU 1, BLOCK 7 OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AND THE WEST LINE OF SAID LOT 5 BLOCK 2, A DISTANCE OF 865.18 FEET TO THE POINT OF THE BEGINNING CONTAINING 27.30-SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "LAM 20" (Y=10,686,841.66' & X=1,761,908.42', ELEVATION = 2775.01 NAVD 29) WITH A THETA ANGLE OF -00°53'17" WITH A COMBINED GRID FACTOR OF 0.999893673 AS PUBLISHED IN US SURVEY FEET.

GENERAL NOTES

- Bearing, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, Based on the City of Midland GPS Control Monument "LAM 20" (Y=10,686,841.66' and X=1,761,908.42', Elevation = 2775.01 NAVD 29) with a Theta Angle of -00°53'17" with a Combined Grid Factor of 0.999893673 as published in US Survey Feet. Elevations are NAVD 29.
- This property lies in Zone X per the FEMA/FIRM map number 48329C02061, dated September 16, 2005.
- Initial Impact Fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increase in fees may not be assessed against the tract unless the tract unless the number of service units to be developed on the tract increases.
- "Comply with the existing drainage analysis titled Oasis Master Drainage Report, Addendum #1, sealed by Casey Maxwell, P.E., and approved by the City of Midland on December 20, 2021, or any revisions, corrections, amendments, or replacements of this drainage analysis that are approved by the City of Midland."
- Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law subject to fines and withholding of utilities and building permits.
- Approval of the Zoning regulation plan by the City of Midland may be required before these lot(s) may be developed and before a building permit may be obtained.

CERTIFICATE OF APPROVAL

For approval by the Commission:

This is to certify that the above and foregoing Plat of Tahoe Lakes Addition, Section 4, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas

on this ____ day of _____, 2022.

SIGNED:

CHAIRMAN OF PLANNING & ZONING
ELIZABETH SHARGHNESSY

SIGNED:

SECRETARY OF PLANNING & ZONING
LUCY SISNIEGA

THE UTILITY COMPANIES CERTIFICATE

This plat has been checked for accessibility of utilities

ATMOS ENERGY

AT&T TELEPHONE COMPANY

ONCOR ELECTRIC

SUDDENLINK COMMUNICATIONS

GRANDE COMMUNICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Mickey McNamara, do hereby adopt this plat designating the herein described property as Tahoe Lakes Addition, Section 3, and do hereby dedicate to the public use forever the streets, alley and easements shown thereon for the purpose and consideration therein expressed, and an easement of egress and ingress for trash collection, and location and maintenance of trash containers, and as a condition of said easement that no construction shall commence on the said lot or lots until the exact location of said containers there with have been selected and approved by the Director of Utilities.

WITNESS our hands at Midland, Texas this the ____ day of _____, 2022.

ZEKELMAN PROPERTY, LLC
Mickey McNamara, President

THE STATE OF ILLINOIS
COUNTY OF COOK

Before me, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared Mickey McNamara known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2022.

My commission expires: _____

NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:

That I, John F. Landgraf, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Midland, Texas.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED FOR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

JOHN F. LANDGRAF, R.P.L.S. # 2410

OWNER: ZEKELMAN PROPERTY, LLC
277 W. MORRIS ST. SUITE 2600
CHICAGO, IL 60606
312-275-1600

ENGINEER: LCA
521 NORTH TEXAS
ODESSA, TEXAS 79761-5131
PHONE: (432) 332-5058



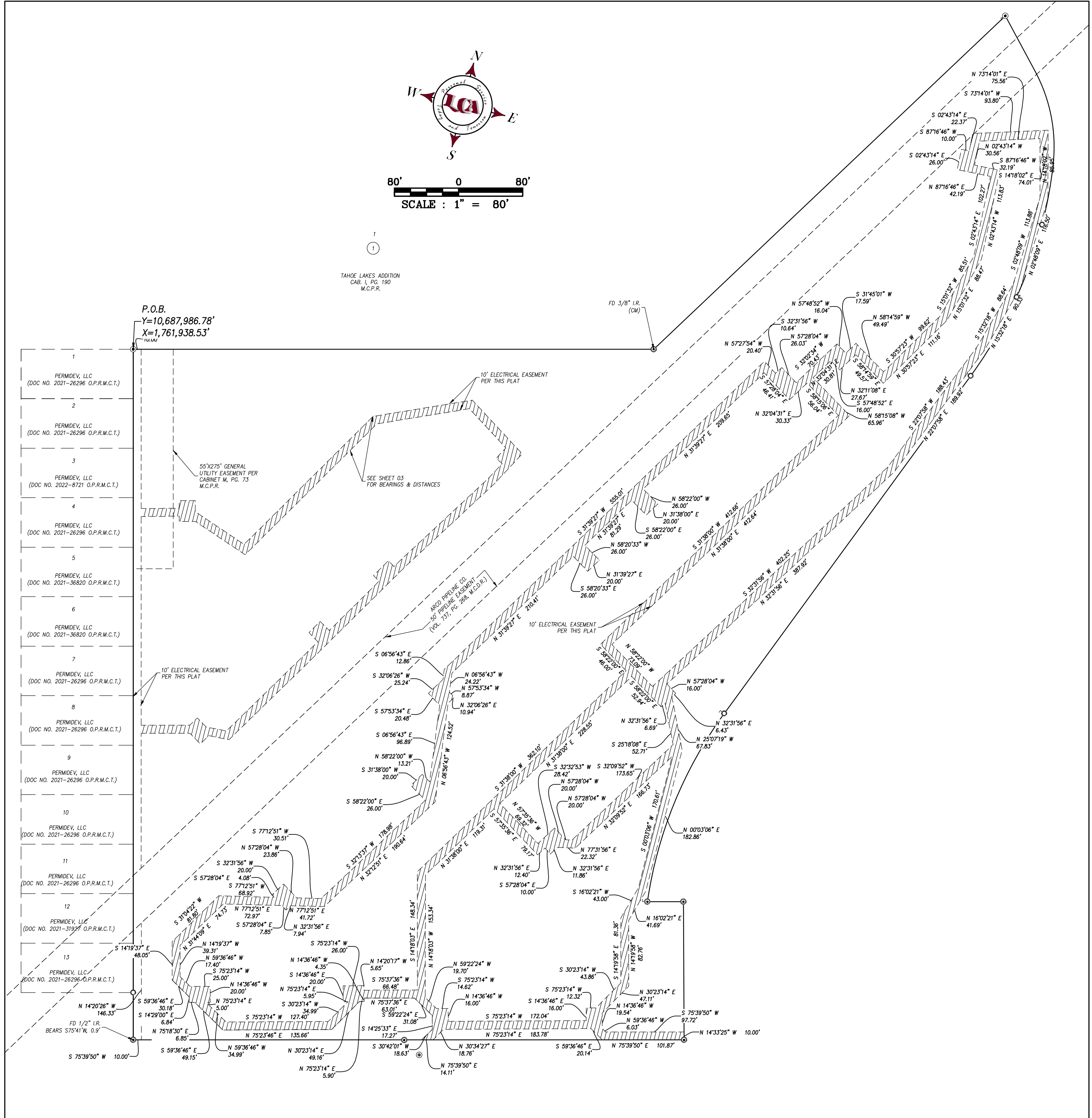
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
No. _____ CABINET _____
DATE _____ PAGE _____

TAHOE LAKES ADDITION, SECTION 4

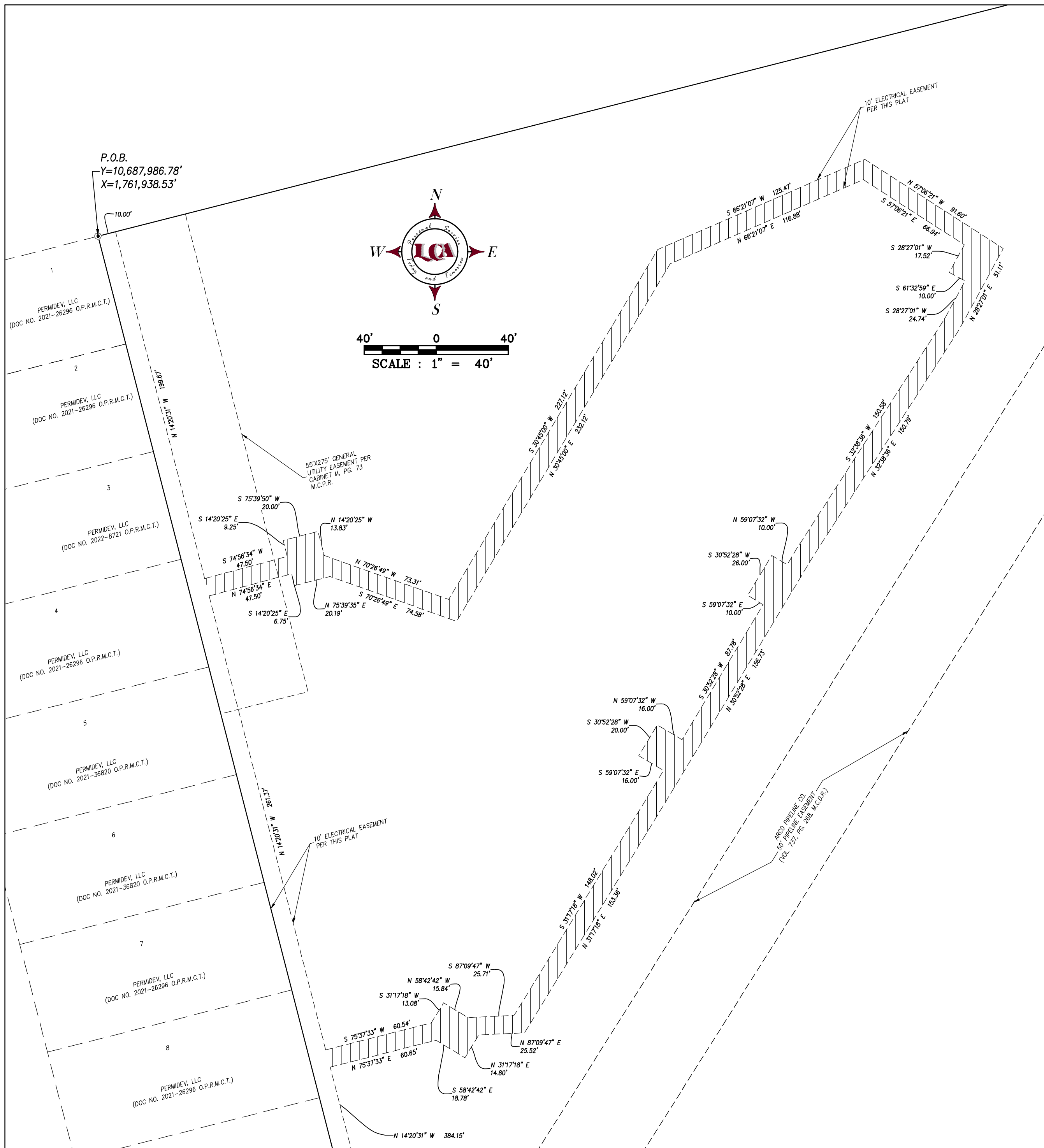
LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
SHEET 02 OF 03
Personal Service, Today and Tomorrow

TAHOE LAKES ADDITION, SECTION 4

BEING A RE-PLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2
DESCRIBED IN CABINET M, PAGE 73, OF THE MIDLAND COUNTY PLAT RECORDS
AND 8.90 ACRES LOCATED IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY
CITY AND COUNTY OF MIDLAND, TEXAS



DETAIL "C"



DETAIL "D"

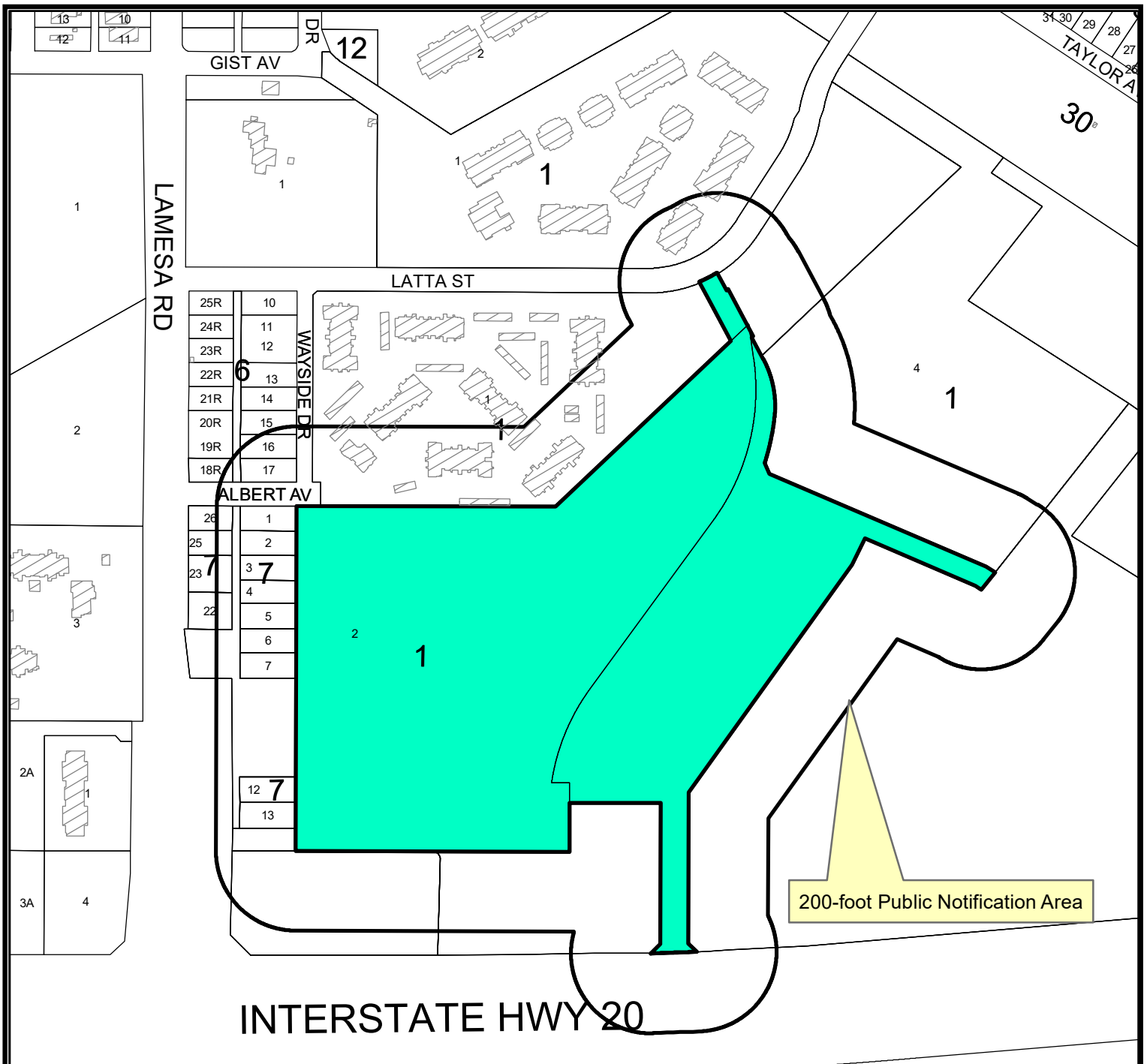
TAHOE LAKES ADDITION, SECTION 4



521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail: lca@lcaodessa.com

SHEET 03 OF 03

ENG: _____ E.T. _____
SVY: _____ DFT: _____
LCA JOB No. 2021-001



LOCATION MAP

SUB-22-0546

Scale: 1" = 4,336'

Being a re-plot of a Lot 2, Block 1, Tahoe Lakes Addition, Section 2, Described in Cabinet M, Page 73, of The Midland County Plat Records and 8.90 Acres Located in Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas.

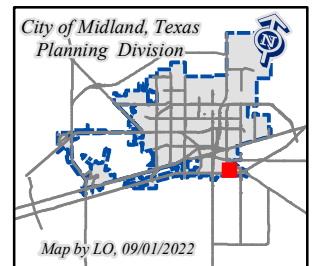
Generally located on the north side of East Interstate 20, approximately 714 feet east of South Lamesa Road. (Council District 2)

PACKET

19.11

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

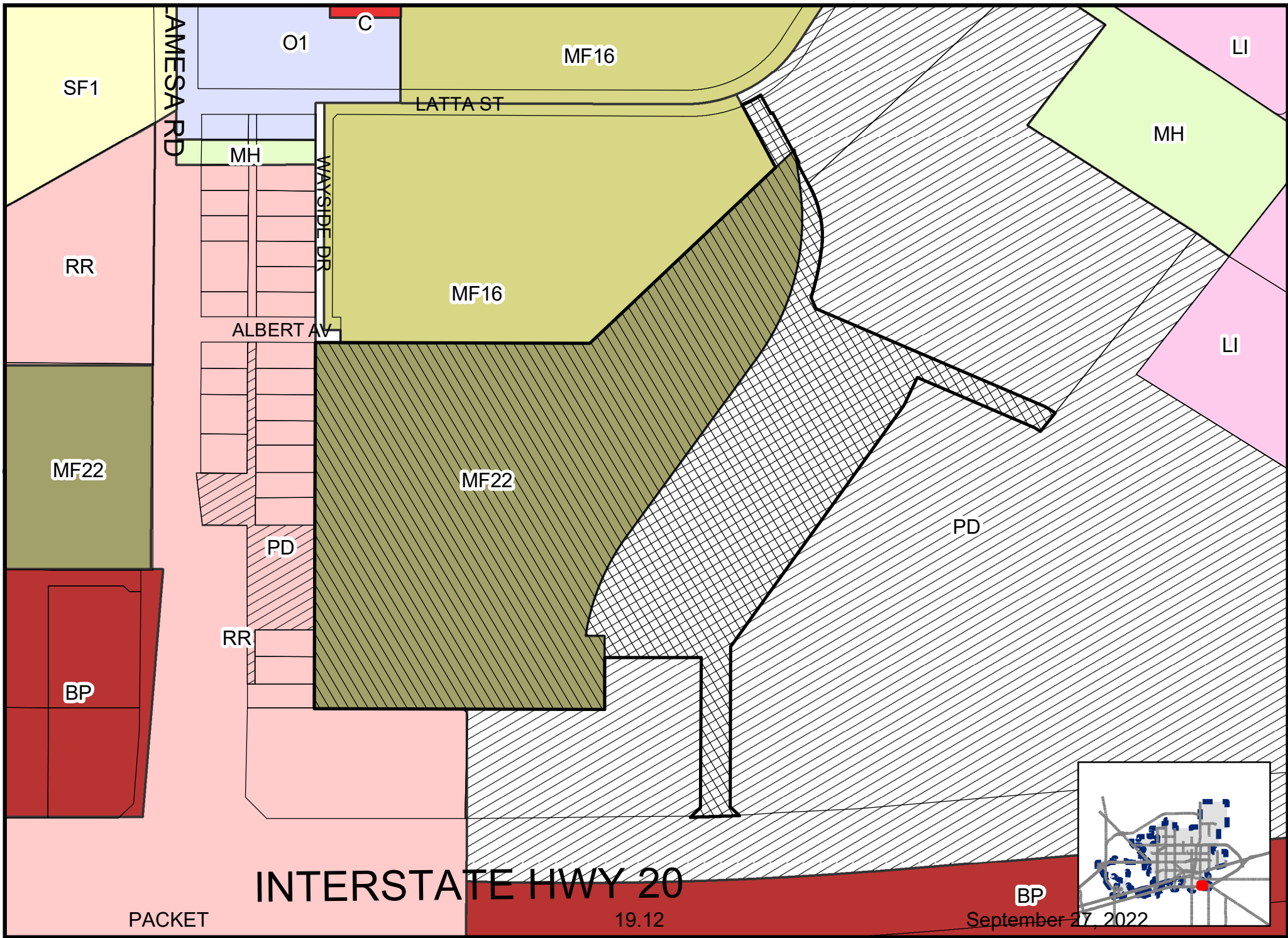


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR A PROFESSIONAL ENGINEER'S DESIGN. IT IS DESIGNED TO BE USED AS A REFERENCE TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

September 27, 2022





City Council Meeting

Item Number: 20
Meeting Date: September 27, 2022
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: Motion authorizing the execution of a Right-of-Way License (22-329-032) with DCP Operating Company, LP, regarding city-owned property described as Sections 4 and 5, Block 38, Township 2 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

Resolution 2008-323 effective November 12, 2008 granted a 30' wide right of way for 10 years to DCP Midstream L.P., In 2018 DCP Midstream sold off certain assets and re-organized DCP Operating, with this asset documentation being misplaced. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline. Applicant has made up all missing payments and has paid the expired license fee.

This Right-of-Way License is proposed for a single ten (10) year period. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): \$1,000

Expired License fee (one time): \$1,500

Annual Lease Rate,

Annual Lease Rate (132.75 rods x \$45/rod): \$5,973.75 per year / \$29,868.75 paid first 5 years in advance

Surface Damages: none / existing pipeline

Total Collected: \$32,368.75

Discussion:

This private use, 4.5" steel construction gas line buried thirty-six inches (36) deep. Attached plat is the "As Built" survey of the existing pipeline. All payments have been collected and currently up to date.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

A handwritten signature in black ink, appearing to read "Robert Palmer".

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS
COUNTY OF MIDLAND

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

Date: September 28, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: DCP Operating Company, LP

Licensee's Representative: Kendon Roberts

Licensee's Mailing Address: PO Box 4037 Midland, TX 79704

Property: As described in Article III below

License Number: 22-329-032

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.

WITNESSETH:

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 FIFTY-NINE THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 50/100 Dollars (\$59,737.50) ("License Fee") shall be due and payable in two installments. The first installment payment in the amount of TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-EIGHT and 75/100 Dollars (\$29,868.75) shall be due on or prior to the Commencement Date and the second installment payment in the amount of TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-EIGHT and 75/100 Dollars (\$29,868.75) shall be due on or prior to the sixth anniversary of 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. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date, 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.

D. Expired License Fee. On or prior to the Commencement Date, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND FIVE HUNDRED and No/100 Dollars (\$1,500.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee.

E. 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.

F. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline location 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 pipeline locations, a steel construction pipeline, not to exceed four and one half (4.5) inches in diameter, for the transportation of gas and to have the right of ingress and egress at convenient points for such purpose. Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE 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 pipeline 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 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 work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day 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 be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for

reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance,

shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein, and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE

RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE 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 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

Licensors 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 Licensors 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 Licensors; 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 Licensors and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensors and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensors. 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. Licensors does not have the power to direct the order in which the work is done. Licensors shall not have the right to control the means, methods or details of Licensees 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 Licensors. 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 Licensors and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensors 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 Licensors to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensors 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 Licensors from asserting any right to specific performance, damages or any other rights or remedies to which Licensors 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 Licensors in form and substance satisfactory to Licensors.

S. Entire Agreement. This License constitutes the entire agreement between Licensors 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 Licensors and Licensee.

[Signature Pages Follow]

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
DCP OPERATING COMPANY, LP

By: Kendon Roberts

Printed Name: Kendon Roberts

Title: Attorney in Fact

THE STATE OF Texas

COUNTY OF Midland

§
§
§

BEFORE ME, the undersigned authority, on this 8 day of September, 2022 personally appeared Kendon Roberts an officer of DCP Operating Company, LP 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 8th day of September, 2022.



CJ Benham
Notary Public, State of TX

DCP Midstream

SHEET NO. 1 OF 1

NATURE OF WORK RESURVEY GAS PIPELINE

DATE 01/05/09

LINE NO. G-16-6-7-7-1-1

DISTRICT PERMIAN BASIN**PLANT OR STATION**

SPRAYBERRY

JOB OR AFE NO.

120823206

AS SHOWN

TWP. 2-S.

BLK. OR RANGE

38

SURVEY

T. & P. RR.

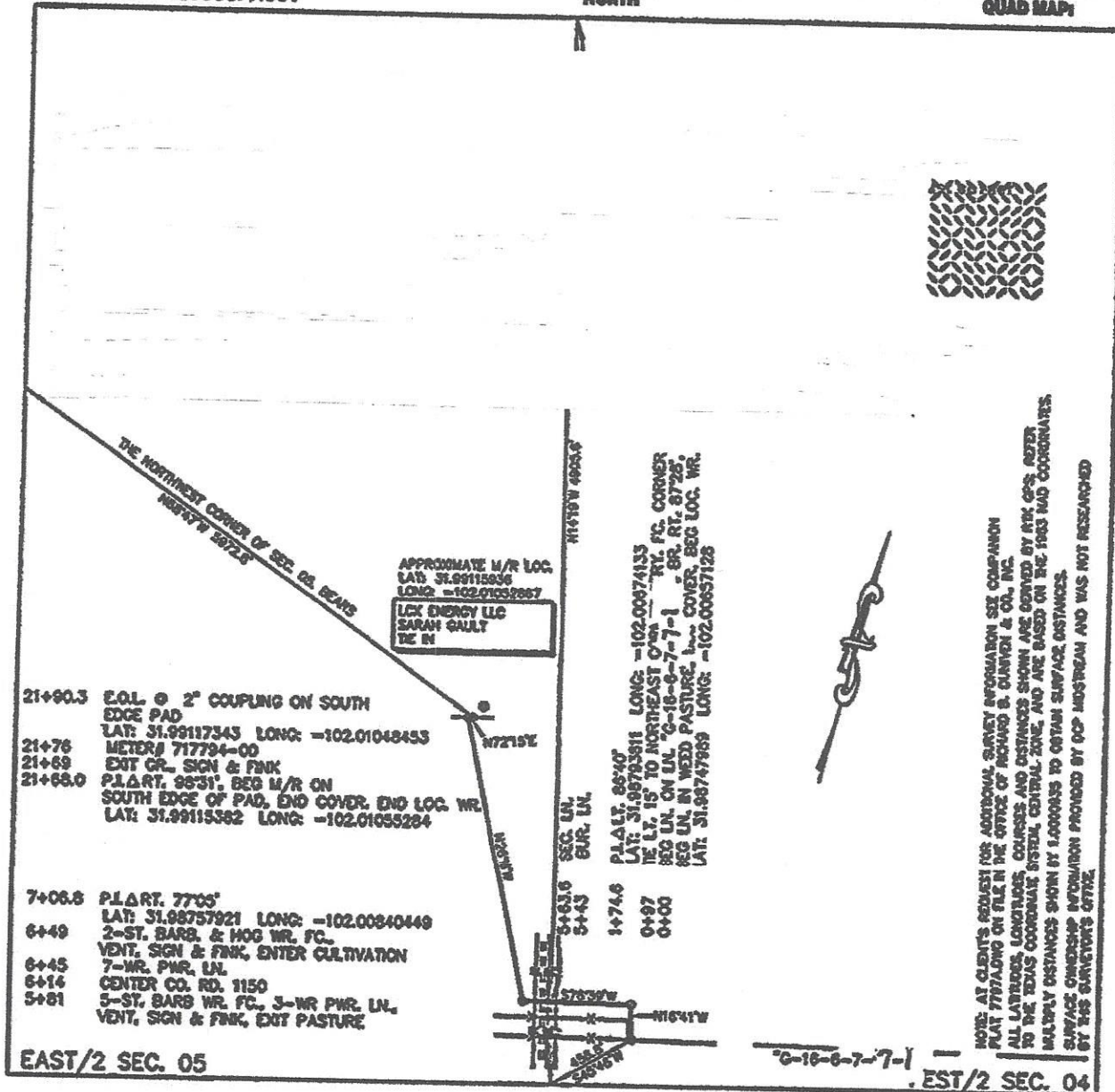
CO.

MIDLAND STATE TX.

STUDY NO: 2008SPR091

NORTH

QUAD MAP:



SCALE: 1" = 800'

REMARKS

TO: VICKY MORRIS
FROM: M. D. SMITH

RE: ☒ RESURVEY ☐ STAKING

PTREL:G NO: MIDLAND 1135-2

CC: PLANT _____ SPRAYBERRY

CP-SEEKEY/SUBLA

LINE REQUIRES 563.6 FEET OR 34.16 RODS IN SEC. 04

LINE REQUIRES 1626.7 FEET OR 98.59 RODS IN SEC. 05

F/N & PLAY BY: RICHARD B. DUNIVEN AND CO. INC.

P.O. BOX 51135, MIDLAND, TEXAS 79710
WO#7797A, 44327 687-0231

SIGNED [Signature] **GROUP OR CORP. STAFF**

FOR CHANGES & RESURVEYS, THIS PLAT TO BE ACCOMPANIED BY PIPE LINE REPORT, FORM NO. 3987.

RC - CE SURVEYING MAPPING & PIPELINE RECORD SECTION



20.18

September 27, 2022

PACKET



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

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 Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 Attn: Houston.Certs@marsh.com Fax: 212-948-0509	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C No):	
INSURED DCP Operating Company, LP 6900 E. Layton Avenue Suite 900 Denver, CO 80237	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Starr Indemnity & Liability Company		38318
	INSURER B : National Fire & Marine Insurance Co		20079
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-003824796-05 **REVISION NUMBER:** 4

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		1000090175221	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		1000635770221	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		42-UMO-301177-08	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	1000001665	04/01/2022	04/01/2023	☒ 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)

Re: Right of Way License. 10 T-2-S Bloc 38 Midland County, Texas

Certificate Holder is added as an Additional Insured, excluding Workers' Compensation and Employers' Liability and provided with a Waiver of Subrogation as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City Of Midland
300 N Loraine
Midland, TX 79701

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

PACKET

20.19

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817313

DCP ASSETS HOLDING, LP

RIGHT OF WAY ACCOUNT
370 17TH ST., SUITE 2500
DENVER, CO 80202
PH. 303-605-2212

50-937/213

DATE 09/12/2022

PAY TO THE ORDER OF City of Midland

\$ 29,868.75

Twenty-nine thousand-eight hundred-sixty-eight + 75/100 DOLLARS

NOT TO EXCEED \$150,000.00

CHASE
JPMorgan Chase Bank, N.A.
Syracuse, New York

FOR License # 22-329-032
1st Installment
F136

Cy Benham

6018882091

817313 0213093791

DCP ASSETS HOLDING, LP

RIGHT OF WAY ACCOUNT
370 17TH ST., SUITE 2500
DENVER, CO 80202
PH: 303-605-2212

PAY
TO THE
ORDER OF

City of Midland

Two thousand five hundred & no/100

\$2500.00

DOLLARS

NOT TO EXCEED \$150,000.00



JPMorgan Chase Bank, N.A.
Syracuse, New York

FOR App fee + Expired fee new license for
F134 G-16-6-7-7-1-1 line

G. Benham

⑈817305⑈ ⑈021309379⑈

601888209⑈

817305

50-937/213

DATE 08/31/2022





City Council Meeting

Item Number: 21
Meeting Date: September 27, 2022
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: Motion authorizing the execution of a Right-of-Way License (22-317-030) with Enlink North Texas Gathering, LP, regarding City-owned property described as Section 5, Block 38, Township 1 South, T&P RR Co. Survey, Abstract 293 Martin County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide applicant a 50' wide right of way to place up to a Twelve inch (12) common carrier, steel construction, natural gas pipeline on City of Midland owned real property. Applicant will need an additional 20' wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten (10) year period with the first 5 years paid in advance. 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,

Annual Lease Rate 12" pipeline (378.78 rods x \$220.00/rod): \$83,331.60 per year first 5 years paid in advance: \$416,658.00

Surface Damages: included in new annual rate

Total Collected: \$417,658.00

Discussion:

This is a common carrier, steel construction gas line and will be up to Twelve Inches (12" in diameter and will be buried a minimum of thirty-six inches (36) deep. This section of pipeline is adjacent to an existing pipeline in this area of Martin County.

Certificates of Insurance are on file

City Secretary to record all documents



City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: September 28, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: **EnLink North Texas Gathering, LP**

Licensee's Representative: **Chris Greneaux**

Licensee's Mailing Address: 2300 S. College Road, Lafayette, LA 70508

Property: As described in Article III below

License Number: **22-317-030**

Licensee desires use of certain Property (as defined below) owned by Licensor in Martin 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 EIGHT HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED SIXTEEN and No/100 Dollars (\$833,316.00) ("License Fee") shall be due and payable in two installments. The first installment payment in the amount of FOUR HUNDRED SIXTEEN THOUSAND SIX HUNDRED FIFTY-EIGHT and No/100 Dollars (\$416,658.00) shall be due on or prior to the Commencement Date and the second installment payment in the amount of FOUR HUNDRED SIXTEEN THOUSAND SIX HUNDRED FIFTY-EIGHT and No/100 Dollars (\$416,658.00) shall be due on or prior to the sixth anniversary of 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. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date, 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.

D. 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.

E. 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 pipeline location as shown on Exhibit A attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel construction pipeline, not to exceed twelve (12) inches in diameter, for the transportation of gas 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 laid. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at

Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE 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 pipeline 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 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 work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day 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 Licensors, securely locked except during operations related to this License. At any gate that is to be locked, Licensors 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 Licensors' express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensors and shall be constructed as reasonably required by Licensors. Upon the termination of this License, at Licensors' election, gates in fences shall be left in place and shall thereafter be owned by Licensors 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. Licensors 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 be 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. Licensors 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. Licensors 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 Licensors and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensors 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 Licensors, at Licensors' 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 Licensors pursuant to directions from Licensors without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensors. 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

Licensors, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one

or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein, and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH

THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE 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 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 Indemnites, (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: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**LICENSEE:
ENLINK NORTH TEXAS GATHERING, LP
BY ENLINK ENERGY GP, LLC, GENERAL
PARTNER**

By: 
Printed Name: Christopher J. Greneaux
Title: Director of Land

THE STATE OF LOUISIANA §
PARISH §
COUNTY OF LAFAYETTE §

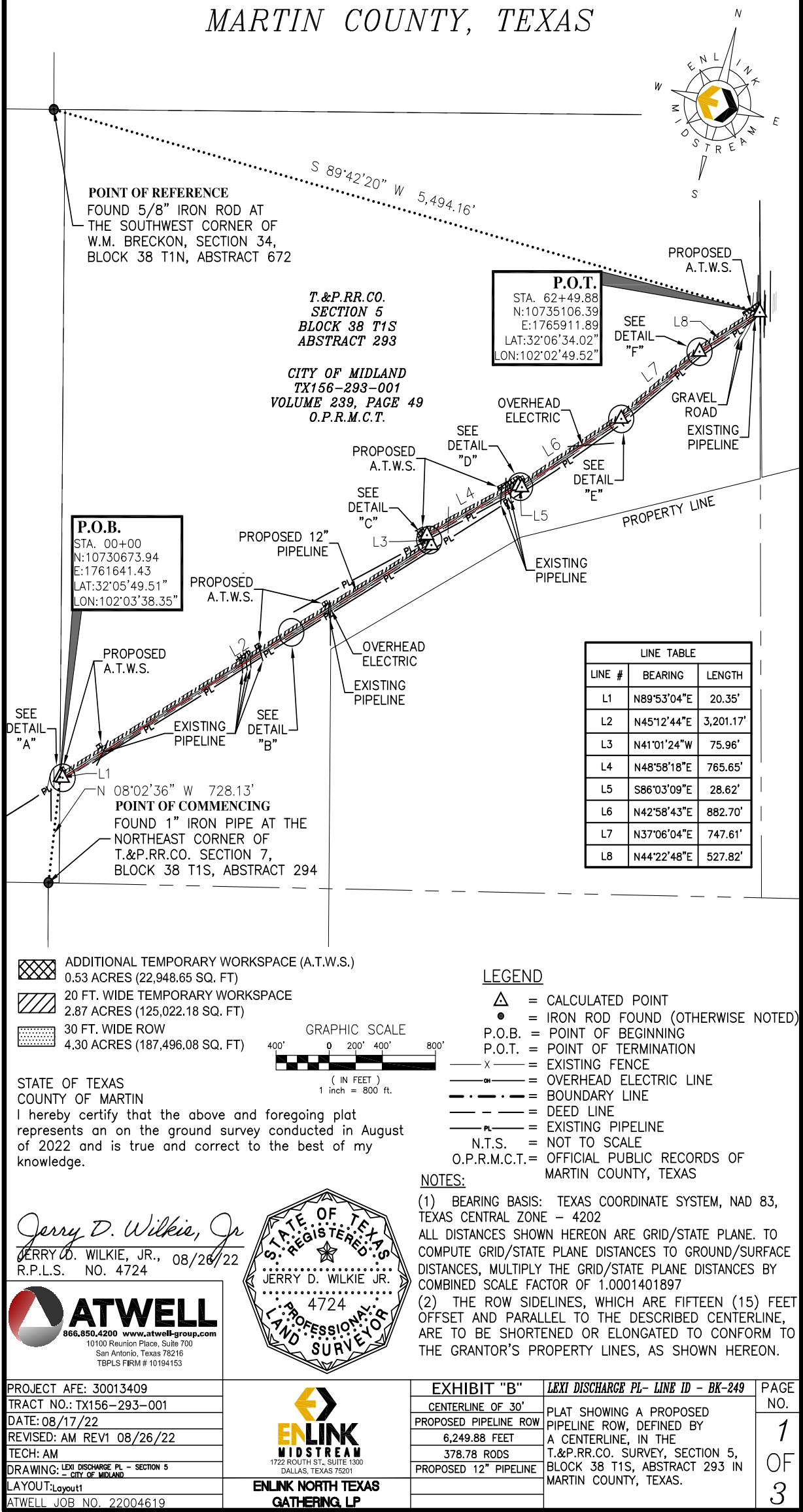
BEFORE ME, the undersigned authority, on this 15 day of Sept, 2022 personally appeared Christopher J. Greneaux, the Director of Land for EnLink Energy GP, LLC, the General Partner of EnLink North Texas Gathering, LP known to me to be the person and official whose name is subscribed to the foregoing instrument, 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 15 day of September, 2022.

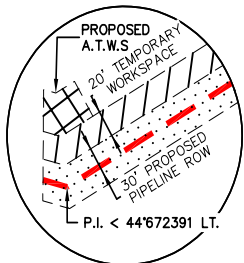
 
Notary Public, State of La

William Demand
Notary Public ID#78339
State of Louisiana
My Commission is for 10

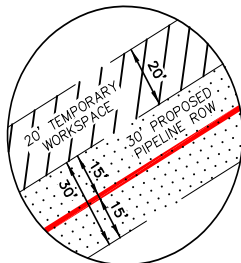
MARTIN COUNTY, TEXAS



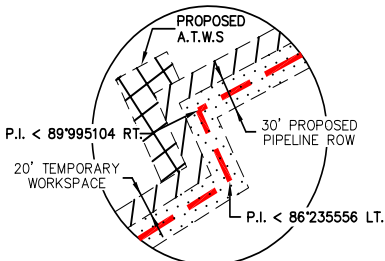
MARTIN COUNTY, TEXAS



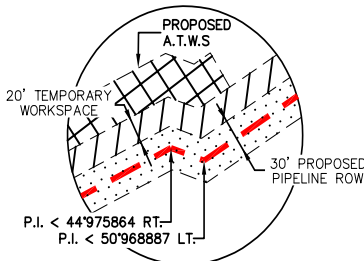
DETAIL "A"
N.T.S.



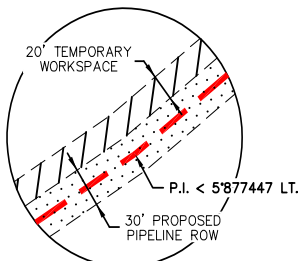
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N.T.S.



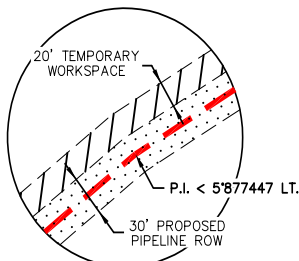
DETAIL "C"
N.T.S.



DETAIL "D"
N.T.S.



DETAIL "E"
N.T.S.



DETAIL "F"
N.T.S.



PROJECT AFE: 30013409
TRACT NO.: TX156-293-001
DATE: 08/17/22
REVISED: AM REV1 08/26/22
TECH: AM
DRAWING: LEXI DISCHARGE PL - SECTION 5
LAYOUT: Layout2
ATWELL JOB NO. 22004619



ENLINK NORTH TEXAS
GATHERING, LP

EXHIBIT "B"
DETAIL

LEXI DISCHARGE PL- LINE ID - BK-249
PLAT SHOWING A PROPOSED
PIPELINE ROW, DEFINED BY
A CENTERLINE, IN THE
T.&P.R.R.CO. SURVEY, SECTION 5,
BLOCK 38 T1S, ABSTRACT 293 IN
MARTIN COUNTY, TEXAS.

PAGE
NO.
2
OF
3

EXHIBIT "A"
CITY OF MIDLAND

STATE OF TEXAS
COUNTY OF MARTIN

Centerline description of a thirty-foot (30') wide Proposed Pipeline ROW situated in T.&P.R.R.CO., Section 5, Block 38 T1S, Abstract 293 in Martin County, Texas and being over and across a portion of a tract of land as described in a deed to City of Midland, in Volume 239, Page 49, in the Official Public Records in Martin County Texas. Said thirty-foot (30') Proposed Pipeline ROW being fifteen (15') on each side of the herein described centerline description, **(See Exhibit "B" for further clarification)**. Said centerline being more particularly described as follows:

COMMENCING at a Found 1" Iron Pipe at the northwest corner of T.&P.R.R.CO, Section 7, Block 38 T1S, Abstract 294.

THENCE, North 08°02'36" West, a distance of 728.13 feet to the **POINT OF BEGINNING** of the herein described centerline description. Said Point of Beginning having coordinates of North: 10730673.74 and East: 1761641.43.

THENCE along the centerline of the herein described Proposed Pipeline ROW the following eight (8) calls:

- 1) North 89°53'04" East, a distance of 20.35 feet to an angle point;
- 2) North 45°12'44" East, a distance of 3,201.17 feet to an angle point;
- 3) North 41°01'24" West, a distance of 75.96 feet to an angle point;
- 4) North 48°58'18" East, a distance of 765.65 feet to an angle point;
- 5) South 86°03'09" East, a distance of 28.62 feet to an angle point;
- 6) North 42°58'43" East, a distance of 882.70 feet to an angle point;
- 7) North 37°06'04" East, a distance of 747.61 feet to an angle point;
- 8) North 44°22'48" East, a distance of 527.82 feet to the **POINT OF TERMINATION** of said centerline of pipeline ROW from which a Found 5/8" Iron Rod at the southwest corner of W.M. Breckon, Section 34, Block 38 T1N, Abstract 672, bears South 89°42'20" West, a distance of 5,494.16 feet. Said Point of Termination having coordinates of North: 10735106.39 and East: 1765911.89.

Said centerline description being 6,249.88 Linear Feet or 378.78 Rods.
Area of Proposed Pipeline ROW being 4.30 acres.

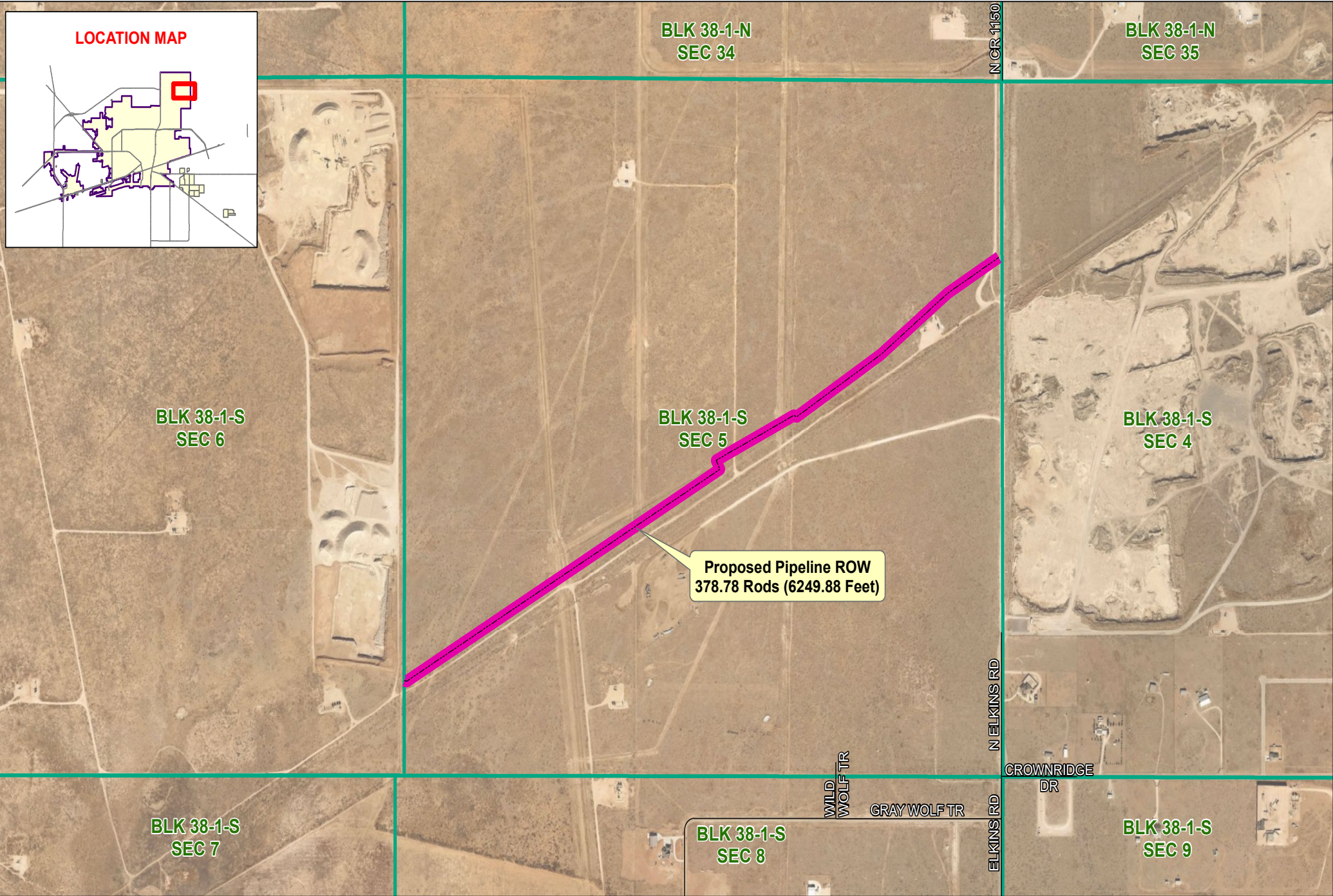
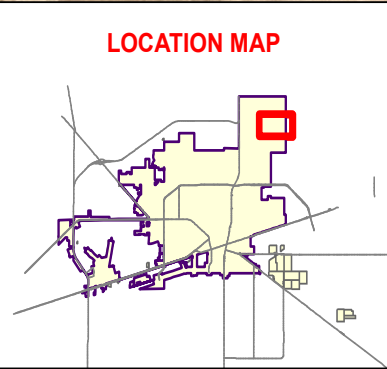
All Coordinates, bearings and distances shown herein are grid, based upon Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August 2022.

For reference and further information see Exhibit "B" drawing number 22004619 – Lexi Discharge PL – Sec 5 – City of Midland Rev1.

Jerry D. Wilkie, Jr.
08/26/22

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell





Date: 8/24/2022

Proposed ROW
— Street
Survey Section

PACKET

21.21
Enlink Midstream Proposed ROW

September 27, 2022

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2022
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)

2/24/2022

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 IMA, Inc. - Wichita Division PO Box 2992 Wichita KS 67201		CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: certs@imacorp.com	
INSURED Atwell LLC Two Towne Sq Ste 700 Southfield MI 48076-3737		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: The Continental Insurance Company INSURER C: National Fire & Marine Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 24147 35289 20079	

COVERAGES

CERTIFICATE NUMBER: 764341605

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			MWZY31246022	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj/Loc Aggregate \$ 5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MWTB31245922	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUE6011536932	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC31246122	3/1/2022	3/1/2023	☒ 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
C	Professional/Pollution Liability			43EPP30388906	3/1/2022	3/1/2023	Per Claim Aggregate \$10,000,000 Per Claim Retention \$10,000,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation does not include Ohio statutory coverage. Employers Liability limits include Stop Gap Coverage for the State of Ohio, subject to the policy terms and conditions.

Workers Compensation coverage applies for the state of California, subject to the policy terms, conditions, limitations or exclusions.

Re: Any & All Projects performed on behalf of EnLink Midstream Operating, LP - Master Services Agreement. EnLink Midstream Operating LP, its parent, subsidiaries, affiliated companies and divisions and each of their owners, co-owners and joint venturers, if any and each of their respective employees, directors, officers, agents, heirs, assigns, successors-in-interest and representatives (both direct and remote) are included as Primary Additional Insured on the General Liability and Automobile Liability if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is See Attached...

CERTIFICATE HOLDER

CANCELLATION

EnLink Midstream Operating, LP
1722 Routh St Ste 1300
Dallas TX 75201-0000

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

Brinda Vincent

PACKET

21.22

September 27, 2022

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY IMA, Inc. - Wichita Division		NAMED INSURED Atwell LLC Two Towne Sq Ste 700 Southfield MI 48076-3737	
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

provided in favor of EnLink Midstream Operating, LP, its parent, subsidiaries, affiliated companies and divisions and each of their owners, co-owners and joint venturers, if any and each of their respective employees, directors, officers, agents, heirs, assigns, successors-in-interest and representatives (both direct and remote) on the General Liability, Automobile Liability and Workers Compensation Policies if required by written contract or agreement, subject to the policy terms and conditions. Alternate Employer endorsement applies for Workers Compensation per the terms and conditions of the policies. Workers Compensation does not include Ohio statutory coverage. Employers Liability limits include Stop Gap Coverage in Ohio per the terms and conditions of the policies. Coverage includes a 30 day notice of cancellation on the General Liability, Auto Liability and Workers Compensation Policies, subject to the terms and conditions of the policies.

PACKET

21.23

September 27, 2022



City Council Meeting

Item Number: 22
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Carl Craigo, Director
Subject: Motion authorizing the execution of an agreement with Mabee Water Resources LLC for the sale of non-potable water (DISTRICT: NONE) (UTILITIES)

Purpose:

Approving the agreement with the Mabee Water Resources LLC and the City of Midland for sale of non-potable water.

Recommended City Council Action:

Approve

Fiscal Impact:

For the first two (2) million gallons of water, the water is purchased for \$5.11 per thousand gallons, then \$7.14 per thousand gallons up to five (5) million gallons a day.

Discussion:

This agreement replaces the current agreement due to expire Oct 15, 2022. The agreement allows for the sale of up to five (5) million gallons a day of non-potable water to the Mabee Water Resources group. The sale of this water allows for Utilities to maintain a water supply out of the ranch to ensure the working order of the well system.

City Manager's Office

NON-POTABLE WATER SUPPLY AGREEMENT

This Agreement, effective this 15th day of October, 2022 (the “Effective Date”), is entered into by and between the City of Midland, Texas (“City”), a home rule municipal corporation, and Mabee Water Resources LLC (“Purchaser”), a limited liability company.

WHEREAS, Purchaser is a current customer of City’s water supply system; and

WHEREAS, City has agreed to provide Purchaser with non-potable water so long as such water is not used for human consumption and for other good and valuable consideration, as agreed to below;

WHEREAS, City and Purchaser agree that this Agreement governs the purchase, use, and transfer of non-potable water by Purchaser from the Delivery Points to the air gap, and is not intended to cover the use or transfer of non-potable water to any location on the Property beyond the air gap; and

WHEREAS, City and Purchaser intend to abide by all regulations of the Texas Commission on Environmental Quality (“TCEQ”);

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

1. **Purpose.** The purpose of this Agreement is to state the terms and conditions under which City shall sell and provide non-potable water (“Purchased Water”) to Purchaser.

2. **Term.** This Agreement shall commence on the Effective Date and terminate on October 15, 2023 (the “Initial Term”), unless terminated earlier as provided hereafter. This Agreement may automatically renew at the end of the Initial Term for three (3) additional one-year terms (each a “Renewal Term”) upon written request of Purchaser received by City on or before ninety (90) days prior to the expiration of the Initial Term or the Renewal Term then in effect and approval of such request by City’s City Manager, which shall be in the sole discretion of the City Manager. The Initial Term and any Renewal Term are collectively referred to herein as the “Term.”

3. **Conditions of Water Service.** City agrees to furnish Purchased Water to Purchaser within the boundaries and for use on the Mabee Ranch, the legal description of

which is fully described on **Exhibit A**, which is attached hereto and incorporated herein for all legal purposes (the “Property”). Purchaser covenants and agrees that the Purchased Water will not be used for human consumption. Further, Purchaser acknowledges and agrees that the Purchased Water is non-potable and City provides no warranty whatsoever as to the quality of the Purchased Water.

4. **Installation of Meters.** City and Purchaser agree that Purchaser shall have no more than three (3) water meters (the “Meters”) for the measurement of all Purchased Water at the delivery points shown in **Exhibit B** (the “Delivery Points”). Purchaser shall pay all costs associated with the calibration of the Meters during the Term of this Agreement. The Meters are to be installed by Purchaser, according to City’s specifications, at Purchaser’s sole cost and expense. City shall own the Meters. Any and all water lines, fittings and appurtenances thereto, beyond City’s Meters up to the air gap shall be the property of Purchaser, and Purchaser shall construct and provide at its sole cost and expense, and according to City specifications, all necessary extensions of lines, fittings and appurtenances thereto and thereafter be responsible for the maintenance and repair thereof. Such facilities shall meet or exceed those applicable standards contained in Title 30, Section 1, Chapter 290 of the Texas Administrative Code and NSF/ANSI Standard 61 and shall be approved in writing by City’s Director of Utilities before installation of such line extensions, fittings, and appurtenances are commenced. City agrees to allow the water lines to be attached or connected to the Meters at the Delivery Points, upon approval of the Director of Utilities that the lines constructed by Purchaser comply with City’s specifications. Such water lines shall be disconnected at the end of the Term of this Agreement at Purchaser’s sole cost and expense. Purchaser agrees that all lines, fittings and appurtenances that are to be constructed by Purchaser must comply with the regulations contained in Title IV, Chapter 3, of the City Code of Ordinances. Title to any water supplied hereunder shall remain with City to the Delivery Points and after water passes through the Delivery Points into Purchaser’s water lines, title shall pass to Purchaser.

5. **Total Amount & Peak Rate of Purchased Water.** Purchaser agrees that all Purchased Water shall pass through the Delivery Points and be measured by the Meters. Notwithstanding anything to the contrary contained in this Agreement, the amount of Purchased Water provided by City to Purchaser shall not exceed FIVE MILLION (5,000,000) gallons per day and shall not be provided to Purchaser in excess of a total peak rate of THREE THOUSAND FIVE HUNDRED (3,500) gallons per minute.

6. **Payment for Water Service.** In consideration of City providing Purchaser water service during the Term of this Agreement, Purchaser agrees to pay for such water service promptly and when due pursuant to Section 7C, and at the rates established in Section 7B below. City shall have the right to terminate such water service and this Agreement for nonpayment by Purchaser in accordance with standard City

procedures as well as any other reason provided for in this Agreement. City shall provide notice of rate increases as required by law.

7. **Quantity: Rates & Payment.** The following terms and conditions shall apply to this Agreement:

A. **Quantity.** City agrees to make available to Purchaser Purchased Water in an amount not to exceed FIVE MILLION (5,000,000) gallons per day and shall not be provided to Purchaser in excess of a total peak rate of THREE THOUSAND FIVE HUNDRED (3,500) gallons per minute.

B. **Rates.** Purchaser agrees to pay City for Purchased Water at a rate of FIVE and 11/100 Dollars (\$5.11) per ONE THOUSAND (1000) gallons of Purchased Water up to TWO MILLION (2,000,000) gallons per day. For any Purchased Water provided by City to Purchaser in excess of TWO MILLION (2,000,000) gallons per day, Purchaser agrees to pay City at a rate of SEVEN and 14/100 Dollars (\$7.14) per ONE THOUSAND (1000) gallons of Purchased Water.

C. **Payment.** City shall submit monthly invoices to Purchaser for Purchased Water actually provided by City at the Delivery Points and taken by Purchaser, and Purchaser shall pay for properly due amounts within thirty (30) days after the receipt of an invoice; provided, however, that if the volume of such Purchased Water taken by Purchaser multiplied by the applicable rate (as set forth in Section 7B) results in an amount due below SIXTY THOUSAND AND 00/100 Dollars (\$60,000.00) (the "Minimum Monthly Payment Amount"), then Purchaser shall pay City the Minimum Monthly Payment Amount.

8. **Drought Contingency Plan.** City has adopted a Drought Contingency Plan (the "Plan") that provides for year round water conservation measures. Purchaser hereby covenants and agrees to comply with all requirements of the Plan, as may be amended, said Plan being hereby incorporated by reference and made a part of this Agreement for all legal purposes. Notwithstanding any other provision of this Agreement to the contrary, if City determines, in its sole discretion, that the City of Midland is experiencing critical or emergency water shortage conditions, then City shall have the right to limit or discontinue delivery of water to Purchaser in order to use such water for purposes deemed necessary by City to preserve the health, safety and welfare of the citizens of Midland. In the event (i) City exercises its right to limit or discontinue delivery under this Section, and (ii) as a result, the volume of Purchased Water provided by City to Purchaser multiplied by the applicable rate (as set forth in Section 7B) results in an amount due less than the Minimum Monthly Payment Amount, then Purchaser will not be required to pay City a sum in accordance with the Minimum Monthly Payment Amount and Purchaser will only be obligated to pay City for the actual amount of Purchased Water, if any, provided by City to Purchaser. Following limitation or discontinuance of water

delivery under this Section, the Minimum Monthly Payment Amount provision of this Agreement will not take effect until after City notifies Purchaser in writing that it is no longer exercising its rights under this Section and City makes available to Purchaser, for a full calendar month, continuous non-potable water in an amount not less than the volume needed to satisfy the Minimum Monthly Payment Amount as calculated by the applicable rate set forth in Section 7B.

9. **Undesirable Plumbing Practices.** It is expressly understood and agreed that the following undesirable plumbing practices are prohibited by state regulations and constitute grounds for the immediate termination of this Agreement and immediate cessation of water service:

(i) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate back-flow prevention device.

(ii) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone back-flow prevention device.

(iii) No connection which allows water to be returned to the public drinking water supply is permitted.

(iv) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

(v) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

In addition to the acknowledgement of undesirable plumbing practices noted herein, it is agreed that the parties will implement plumbing practices that will protect the Paul Davis water pipeline from surges, pressure changes, and/or water hammer must be considered with each Meter installation. Proposed accommodations for surge protection shall be approved by the Utilities Director prior to installation of the Meters.

10. **Inspections.** Purchaser shall allow its water lines to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by City or its designated agent prior to initiating service and periodically thereafter upon reasonable advance written notice and at City's sole

expense. The inspections shall be conducted during City's normal business hours. City shall notify Purchaser in writing of any cross-connection or other undesirable plumbing practice that has been identified during the initial inspection or the periodic inspections. Purchaser shall immediately correct any undesirable plumbing practice on the property. Purchaser shall, at its expense, properly install, test and maintain any back-flow prevention device and/or surge protection device required by the City. Purchaser shall allow City to periodically inspect said back-flow prevention and/or surge protection devices in accordance with the inspection procedures set forth above regarding undesirable plumbing practices.

11. **Compliance with Applicable Law.** Purchaser agrees that any proven violation of any applicable federal, state or local rule or regulation, shall constitute grounds for immediate termination of this Agreement and immediate cessation of water service.

12. **Additional Requirements.** It is expressly agreed and understood that all present or future ordinances and regulations applicable to water customers and related to water service within the City limits are incorporated by reference as express conditions of this Agreement; and that Purchaser expressly agrees to be bound by all such ordinances or regulations of City related to water service and that any violation of any such ordinance or regulation by Purchaser, its agents, servants, or employees, shall constitute a breach of this Agreement and be grounds for the immediate cancellation by City of this Agreement and/or discontinuance of the services furnished hereunder.

13. **Attorney Fees.** PURCHASER SPECIFICALLY AGREES THAT IF PURCHASER 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, PURCHASER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES AND COSTS TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED.

PURCHASER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT.

14. **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 BY CITY FOR ANY TERM SET FORTH IN THIS AGREEMENT.**

15. **Governing Law & Venue.** All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas. This Agreement shall be construed, 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 Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction

16. **Release.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, PURCHASER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PURCHASER 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 THE CITY'S NEGLIGENCE RELATED TO THE PURCHASED WATER OR PURCHASER'S USE AND CONVEYANCE OF THE PURCHASED WATER FOR ACTIVITIES ON OR WITHIN THE BOUNDARIES OF THE PROPERTY.

17. **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.

18. **Failure to Comply by Purchaser.** If Purchaser fails to comply with the terms of this Agreement, City may, at its option, either terminate service immediately or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement or termination of this Agreement shall be billed to Purchaser.

19. **Termination.** After expiration of the Initial Term, this Agreement may be terminated by mutual agreement of the parties or by either party upon giving sixty (60) days advance written notice of termination. Prior to the expiration of the Initial

Term, this Agreement may only be terminated upon the failure of a party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party, or such longer period as may be reasonably necessary so long as such party has commenced the cure within such thirty (30) day period, and thereafter is diligently pursuing such cure. Notwithstanding the above, this Section shall be subject to all other Sections herein that provide for the automatic termination of this Agreement under those certain enumerated circumstances.

20. **Notice.** All notices hereunder must be given in writing by certified mail return receipt requested. All notices under this Agreement shall be sent as follows:

To: City

City of Midland
Attn: Director of Utilities
P.O. Box 1152
Midland, Texas 79702

To: Purchaser

Mabee Water Resources LLC
Attn: John W. Mabee
6 Desta Dr., Suite 5750
Midland, Texas 79705

21. **Indemnity.** PURCHASER 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 EXPENSE 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 PURCHASER, PURCHASER'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 PURCHASER OR PURCHASER'S OR SUBCONTRACTORS' NEGLIGENCE, IN IN ANY WAY CONNECTED WITH PURCHASER'S PERFORMANCE OF THIS AGREEMENT.

PURCHASER AGREES THAT PURCHASER SHALL INDEMNIFY AND SAVE THE 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, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE METERS AND ASSOCIATED FACILITIES DESCRIBED HEREIN.

PURCHASER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PURCHASER.

22. **Assignment**. The rights granted by this Agreement inure solely to the benefit of the Purchaser. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager. The granting of consent is in the sole discretion of the City Manager

23. **Consideration**. The parties agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

24. **Independent Contractor**. It is expressly understood and agreed that Purchaser shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Purchaser shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Purchaser, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Purchaser. No person performing any of the work and services described hereunder by Purchaser shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. City does not have the 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 Purchaser's work.

25. **Notice of Alleged Breach; Statutory Prerequisites**. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Purchaser or Purchaser's legal representative, shall give the City Manager notice in writing of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained and the amount for which Purchaser will settle said claim. 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 Purchaser that Purchaser's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of the City's request.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Texas law. Notwithstanding any other provision, Purchaser's failure to comply with the requirements herein shall perpetually bar Purchaser's claim for damages regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Purchaser agrees that the requirements of this section are reasonable.

26. **Additional Representations.** Each party represents, warrants and agrees that it has the full right, power and authority to enter into this Agreement and that this Agreement shall become valid and binding between the parties upon execution. Each party further represents and warrants that there are no outstanding persons or entities nor any additional signatories required for execution of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed as of the respective dates set forth below to be effective as of the Effective Date for all intents and purposes.

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

MABEE WATER RESOURCES LLC

By: _____
John W. Mabee

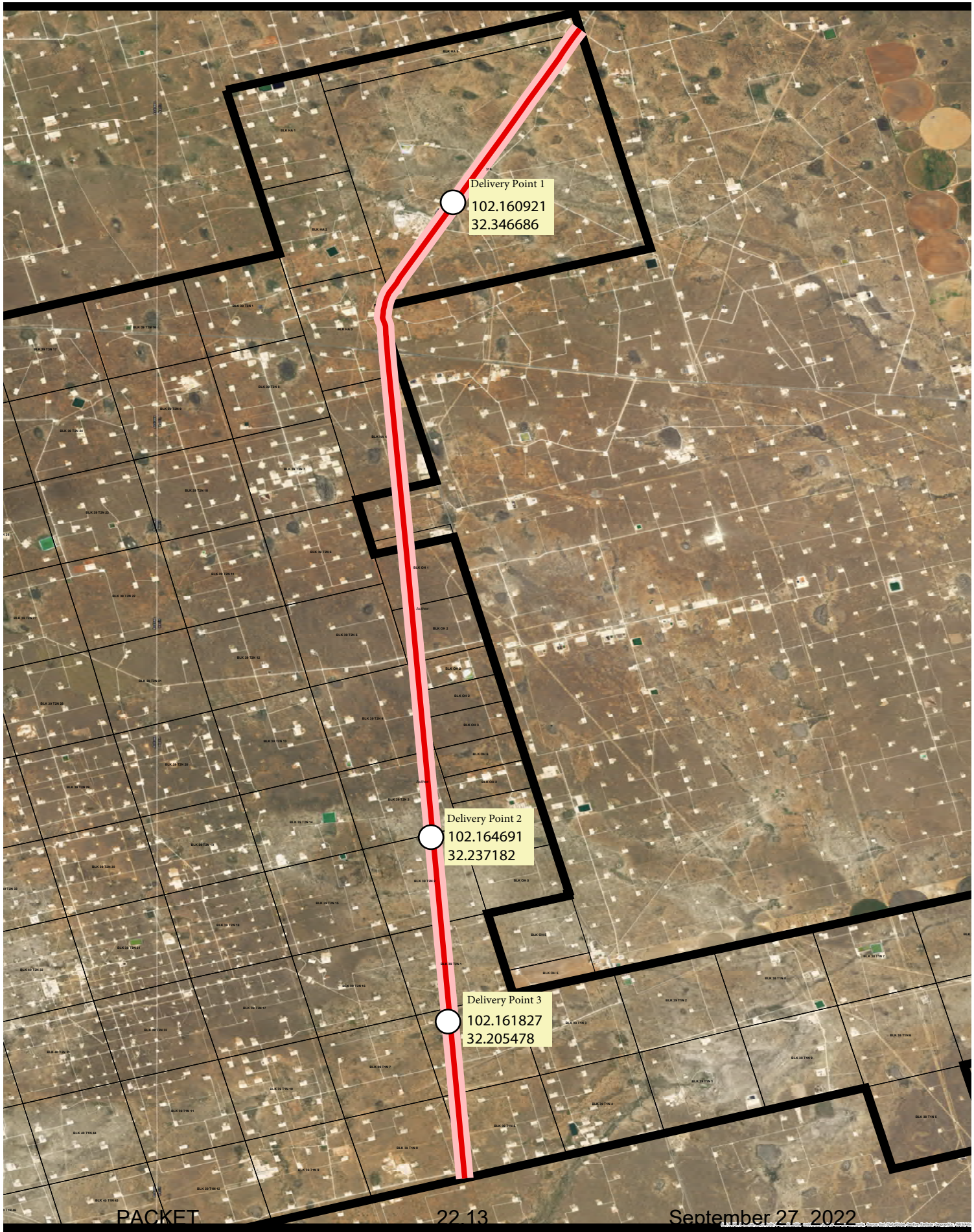
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. MABEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his act and deed on behalf of MABEE WATER RESOURCES LLC for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D. 2022

Notary Public, in and for the
State of Texas





City Council Meeting

Item Number: 23

Meeting Date: September 27, 2022 (September 13, 2022)

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,592-SQUARE FOOT PORTION OF THE TRACT OF LAND DESCRIBED AS THE WEST FIVE FEET OF LOT 5, LOTS 6 THROUGH 13, AND LOTS 19 THROUGH 21, BLOCK A, GARRETT PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CARLTON STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jazmin Sandoval Hernandez, representing El Capitan Mexican Restaurant Marisco's and Bar Corp., is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant conducting business as El Capitan, located at 2411 W. Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

RR, Regional Retail District (Ordinance No. 8082).

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District, in part, O-1, Office District, in part, and MF-16, Multi-Family Dwelling District, in part and the location of single-family houses. The properties to the east are zoned RR, Regional Retail District, and the location of businesses. The properties to the south are zoned MF-22, Multi-Family Dwelling District, in part and SF2, Single-Family Dwelling District, in part and the location of single-family dwellings. The properties to the west are zoned RR, Regional Retail District, in part, and SF-2, Single-Family Dwelling District and the location of single-family dwellings and businesses.

Discussion:

The applicant, Jazmin Sandoval Hernandez, representing El Capitan Mexican Restaurant Marisco's and Bar Corp., is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant conducting business as El Capitan, located at 2411 W. Wall Street.

The restaurant currently in operation and has a specific use designation for the sale of all alcoholic beverages (Ordinance No. 8082) but would like to extend the hours of business and update the new ownership information. The property is zoned RR, Regional Retail District, which permits the sale of alcoholic beverages with the approval of a Specific Use Permit.

The floor plan provided, attached hereto as Exhibit A, shows a total square footage of 7,592 square feet, with an alcohol serviceable area of 4,024 square feet. The breakdown of the square footage of the proposed alcohol serviceable areas are as follows:

Dining area = 2,340 square feet
Bar area = 784 square feet
Patio area = 900 square feet

The restaurant has a total seating capacity of 220 people. A total of 55 parking spaces are provided, of which 1 will be accessible space. Based on the seated occupancy and kitchen floor area, a total of 68 parking spaces are required. However, this case is nonconforming, as the new owners are not making any changes to the existing structure, therefore existing parking will be sufficient.

The restaurant has the following hours of operation:

Monday through Thursday from 11 a.m. to 12 a.m. (the next day)
Friday and Saturday from 11 a.m. to 1 a.m. (the next day)
Sunday from 11 a.m. to 10 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Thursday from 11 a.m. to 12 a.m. (the next day)
Friday and Saturday from 11 a.m. to 1 a.m. (the next day)
Sunday from 11 a.m. to 10 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

GIS: (Approved)

N/A.

Engineering: (Approved)

No objections.

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

No objections.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 2, "Identify partnerships to produce neighborhood and commercial centers that are attractive, functional, and of high quality." (Tall City Tomorrow page 137) El Capitan is an establishment that promotes a positive environment where Midland residents can gather and socialize.

This request was recommended for approval at the August 15, 2022, Planning and Zoning Commission Meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G..

Conditions:

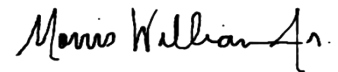
- A. That the serviceable area of the restaurant shall be limited to approximately 4,024 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:**
 - Monday through Thursday from 11 a.m. to 12 a.m. (the next day)**
 - Friday and Saturday from 11 a.m. to 1 a.m. (the next day)**
 - Sunday from 11 a.m. to 10 p.m**
- C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- D. That the establishment shall meet all requirements of the Fire Department and Code Administration.**
- E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**
- G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of September 06, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps
Ordinance No. 8082



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,592-SQUARE FOOT PORTION OF THE TRACT OF LAND DESCRIBED AS THE WEST FIVE FEET OF LOT 5, LOTS 6 THROUGH 13, AND LOTS 19 THROUGH 21, BLOCK A, GARRETT PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CARLTON STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 7,592-square foot portion of the tract of land described as the west five feet of Lot 5, Lots 6 through 13, and Lots 19 through 21, Block A, Garrett Place, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption,

together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 4,024 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 12:00 a.m. (midnight);
Friday and Saturday from 11:00 a.m. to 1:00 a.m. of the following day; and
Sunday from 11:00 a.m. to 10:00 p.m.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

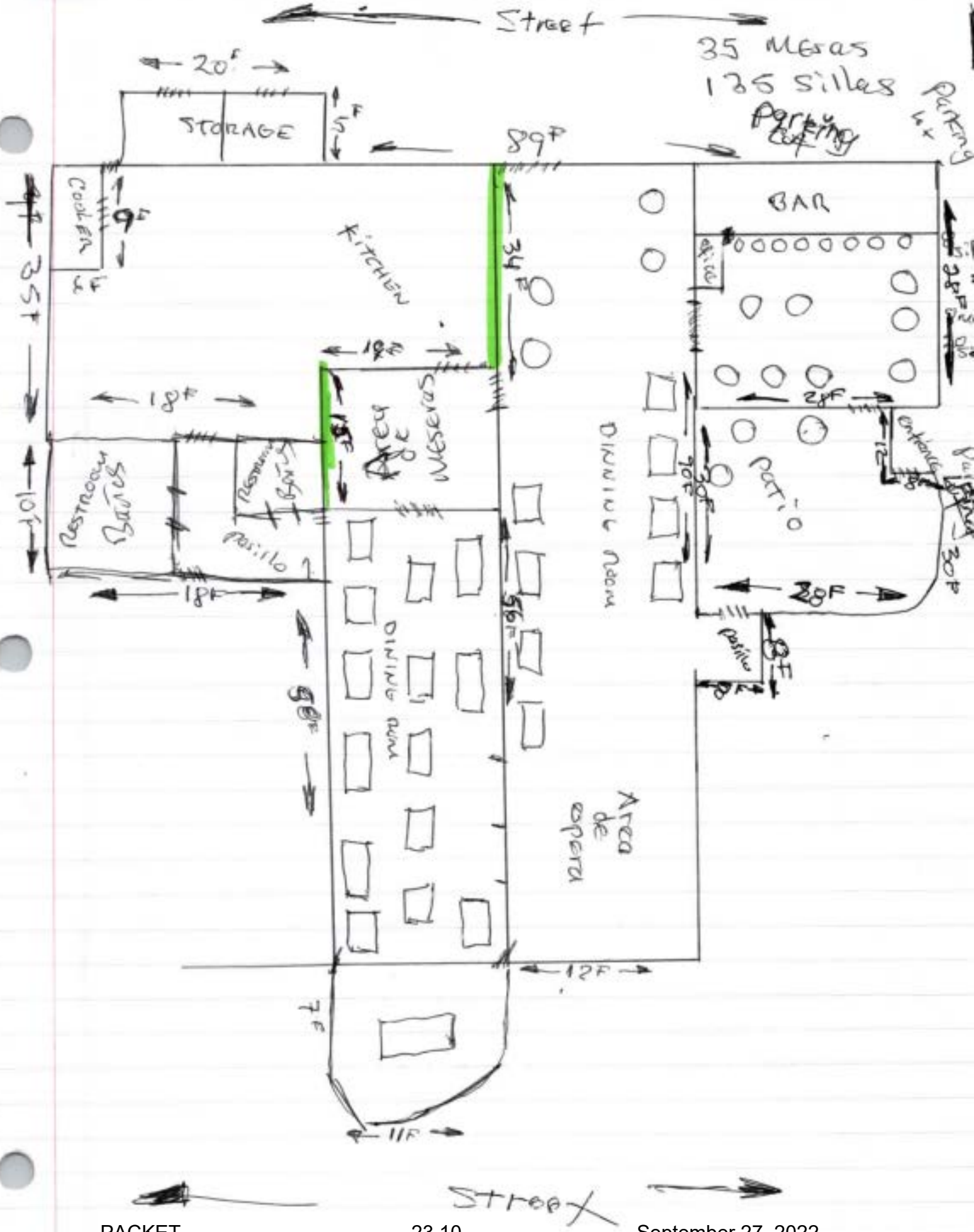
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney





Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number: 340-22-0137
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)
Printed Name: JAZMIN SANDOVAL HERNANDEZ

Phone (432) 682-5074
Email chiva.gordo.0104@gmail.com

Address 2411 W WALL ST

City MIDLAND

State TX

Zip 79701

Property Owner

Printed Name: EL CAPITAN MEXICAN RESTAURANT MARISCOS AND BAR CORP same

Phone (same)

Email same

Address 2411 W WALL ST

City MIDLAND

State TX

Zip 79701

Representative (if different from Applicant or Property Owner)

Firm: Octavio Pena Rico
Printed Name: _____

Phone (432) 312-7520

Email chomitito@aol.com

Address 2411 W. Wall

City Midland

State TX

Zip 79701

Street Address: 2411 W WALL ST

Business Name: EL CAPITAN MEXICAN RESTAURANT MARISCOS AND BAR

Legal Description Lot: The West 5' of Lot 5, All of 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21
Lot: _____ Block: A Subdivision: Garrett Place

Current Zoning: LR-3

Reason for Request: WE WANT TO EXTEND HOURS UNTIL MIDNIGHT

Type of Business (restaurant, bar, lounge, nightclub, etc.): RESTAURANT

Proposed/Current Days and Hours of Operation: M-Thurs. 11am - 11p Friday-Sat 11am - 12a
MON-SUN 11 AM-12AM Sunday 11am - 10pm

Proposed Days and Hours of Alcohol Service: " " " SAME "
MON-SUN 11AM-12AM

Total Square Footage of Business: 7592 SQ FT 3610

Square Footage of Alcohol Serviceable Area: 3610

Restroom Fixtures: Men _____
Women _____

Toilets/Urinals: 1 1 1

Bathroom Sinks: 1

Toilets: 2 2

Bathroom Sinks: 2

RECEIVED
JUN 21 2022

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Date: 7-20-22

Applicant (printed): JAZMIN SANDOVAL HERNANDEZ

Property Owner (signature):

Date: 7-20-22

Property Owner (printed): JAZMIN SANDOVAL HERNANDEZ

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

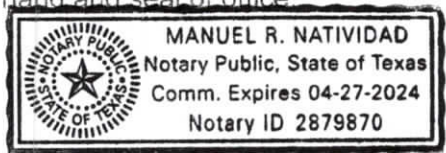
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

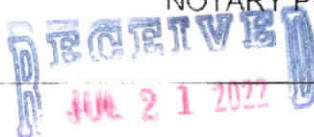
Before me, the undersigned authority, on this day personally appeared Octavio Pena Rico who, being by me duly sworn, upon oath says: That (s)he is authorized by Jazmin Sandoval Hernandez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Octavio Pena Rico
Authorized Agent (signature)

Subscribed and sworn to before me, this 20 day of July, 20 22, to certify which witness my hand and seal of office.



Manuel R. Natividad
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS



****Application will not be considered for scheduling until reviewed by a planner.****

PACKET

23.12

September 27, 2022

SUD Alcoholic Beverages Application

2

Revised 07/02/19

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check # card

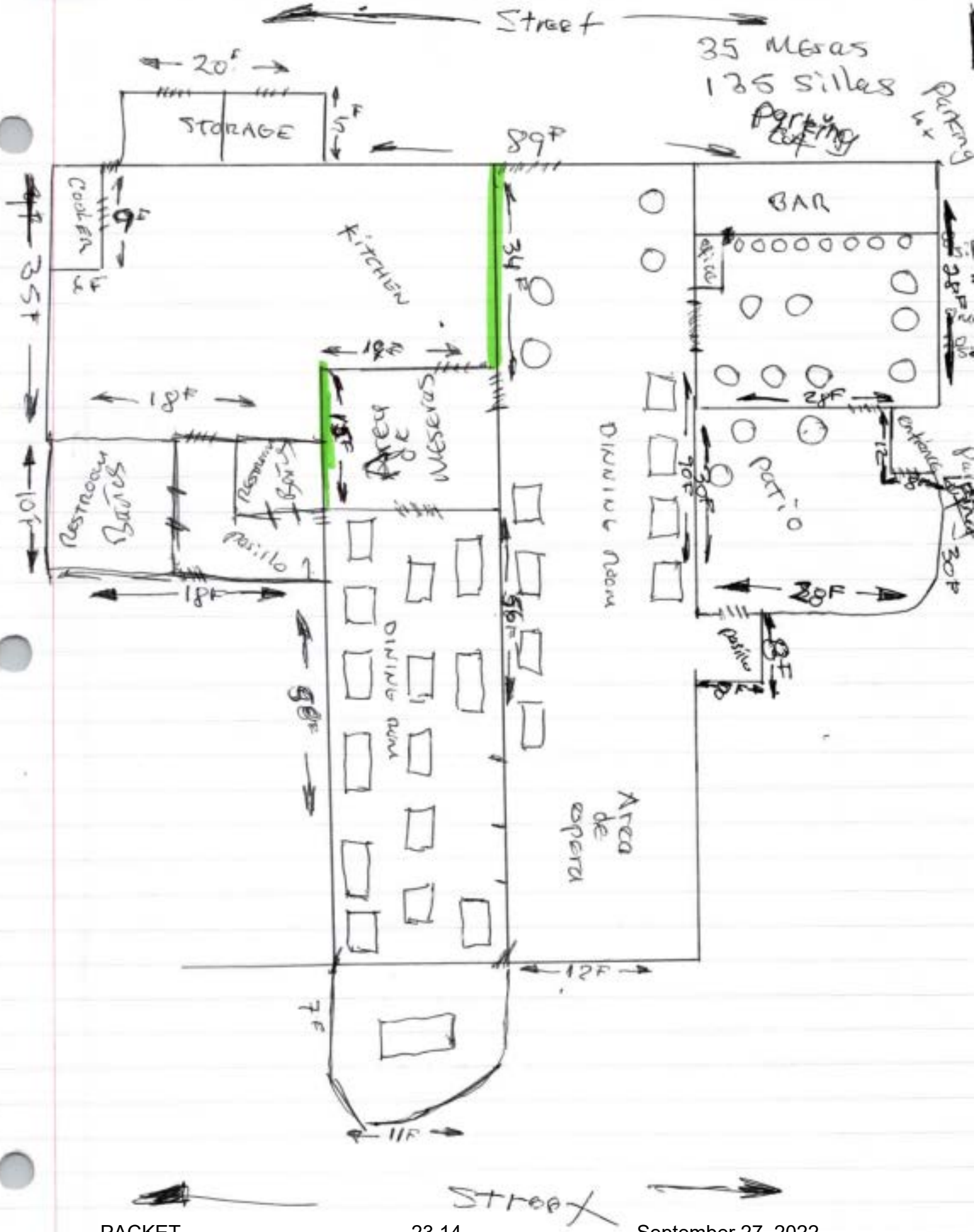
☐ Plans in Digital Format (PDF/JPEG)

Received By: Paul Rodriguez

Date: 7/21/22

RECEIVED
AUG 21 2022

****Application will not be considered for scheduling until reviewed by a planner.****
PACKET 23.13 September 27, 2022



SITE PLAN



CARLTON STREET

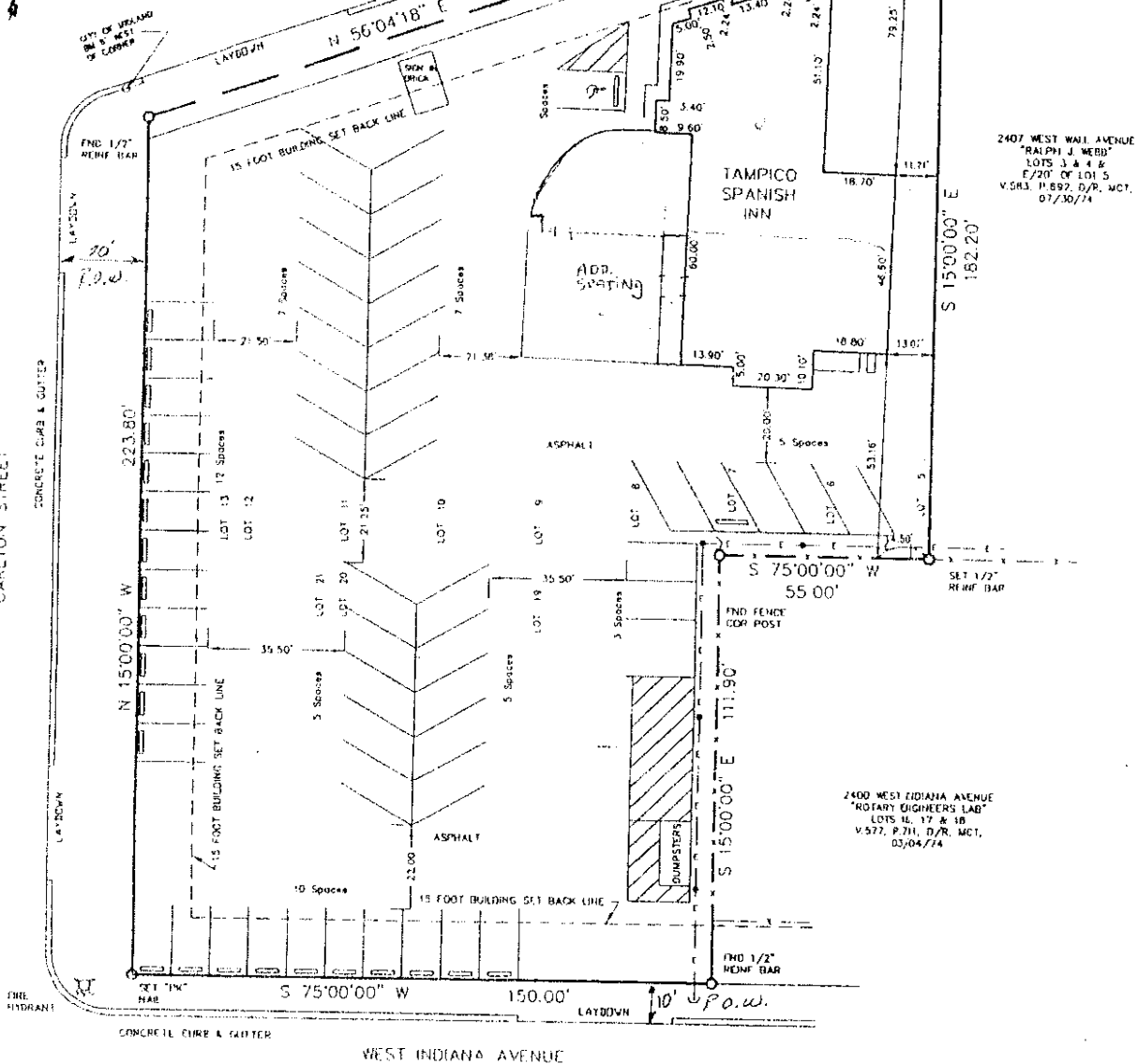
54 PARKING SPACES
HANDICAPPED SPACES

LEGEND:

 BUMPER STOP
 HANDICAP PARKING

CASE NO. 5-01-003

PARKING LAYOUT REVISED - 08/28/97
PARKING ADDED - 09/21/97



FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0103C, MIDLAND COUNTY, TEXAS AND INCORPORATED AREA EFFECTIVE DATE, SEPTEMBER 22, 1991. AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 11

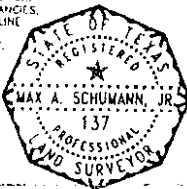
TO THE BENEFICIARIES, _____ MR. AND MRS. ELMAN PEHALES

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS
SURVEY WAS THIS DAY MADE OF THE GROUND OF
THE PROPERTY LEGALLY DESCRIBED HEREON AND
IS CORRECT AND THAT THERE ARE NO DISCREPANCIES,
COMPLEXES, SHORTAGES IN AREA, BOUNDARY LINE
CONFLICTS, ENCROACHMENTS, OVERSIGHTS,
IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY,
ETC. AS SHOWN HEREON AND THAT SAID
PROPERTY HAS ACCESS TO AND FROM A
DEDICATED ROADWAY.

SEAL OF THE COUNTY OF LOS ANGELES
JAN 10 1968

DATED THIS 15TH DAY OF SEPTEMBER, 1997

MAX A. SCHWANN, JR.
RPLS 137



SCHUMANN ENGINEERING CO., INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS

Civil Engineering ~ Land Surveying

408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504

Office (915) 684-5548
Fax (915) 684-6973

SURVEY PLAT

THE WEST 5.00 FEET OF LOT 5 AND ALL OF
LOTS 6, 7, 8, 9, 10, 11, 12, 13,
19, 20 AND 21

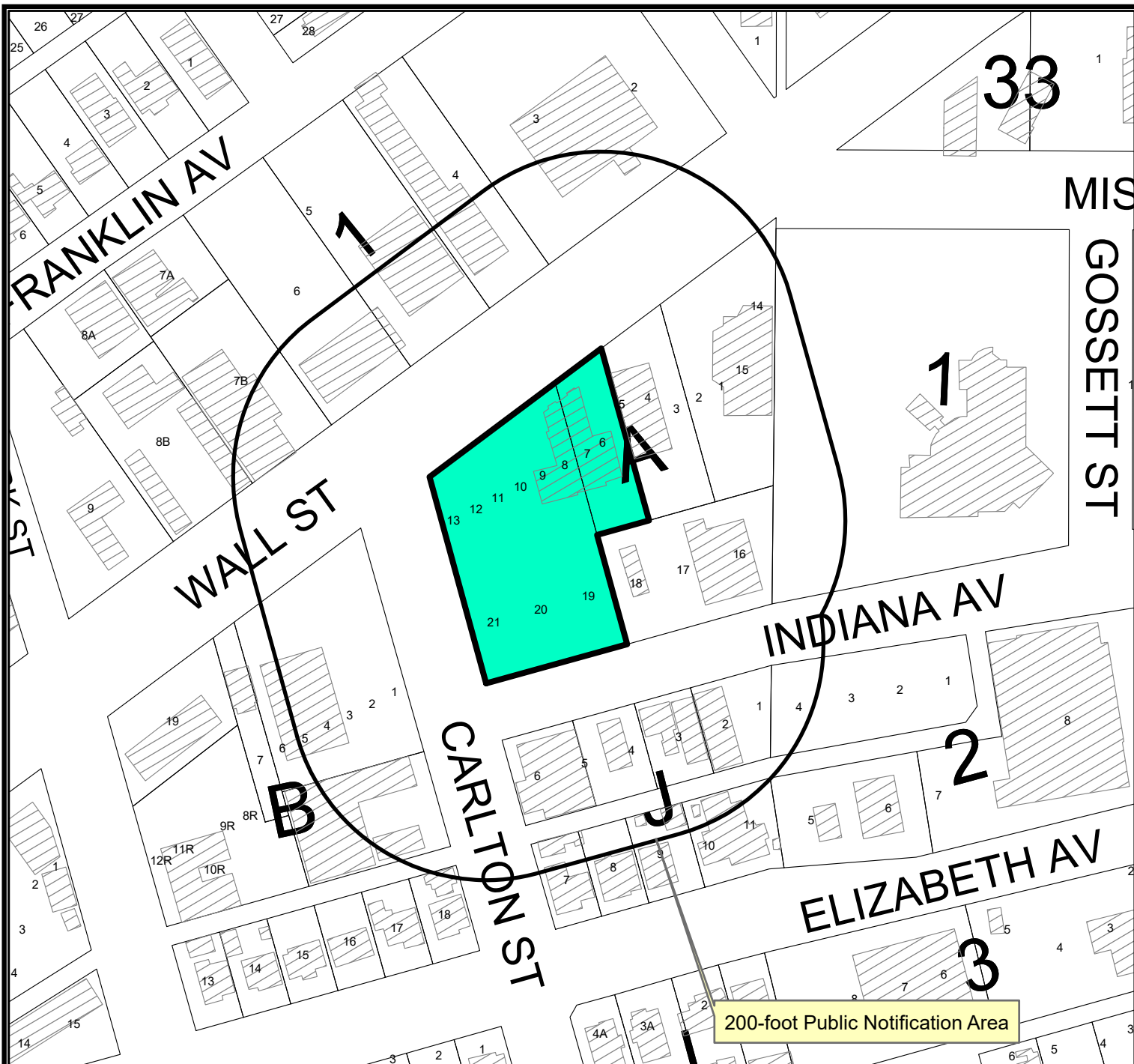
BLOCK "A"

GARRETT PLACE

AN ADDITION TO THE CITY OF MIDLAND,
AS PER PLAT OF RECORD IN
VOLUME 57, PAGE 187, DEED RECORDS.
MIDLAND COUNTY, TEXAS

SCALE: 1" = 30'

PROJECT: 63241BE
JOB NO. 63,241



LOCATION MAP

SUD-22-0137

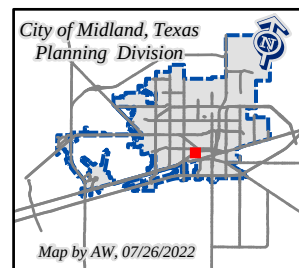
Scale: 1" = 200'

Request by El Capitan Mexican Restaurant Marisco's and Bar Corp., on a 7,592 square foot portion of the west 5-feet of Lot 5, all of Lots 6-13 and 19-21, Block A, Garrett Place, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Carlton Street and W. Wall Street. (Council District 2)

LEGEND

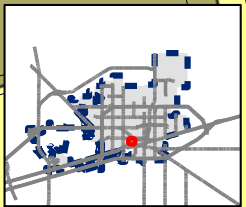
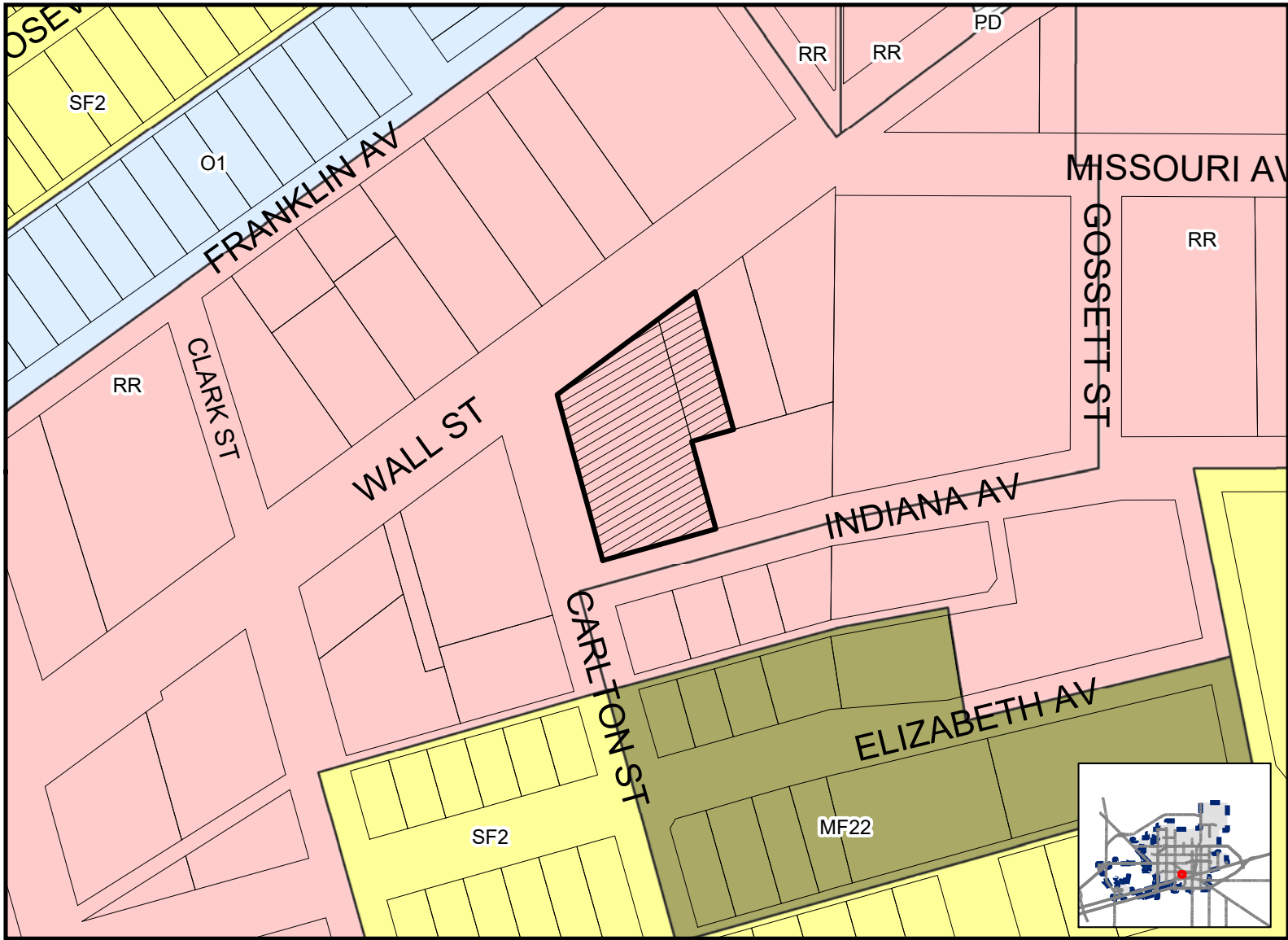
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 27, 2022

THE
AN

FOR
TA.



Map By AW, 7/26/2022

SUD-22-0137

Scale: 1" = 200'

ZONING MAP



© THE CITY OF MI
TO BE USED AS A PFI
HEREIN THE CITY OF

UCL WORKSIT DESIGNATED
INFORMATION CONTAINED
THE USE OF THIS DATA

ORDINANCE NO. 8082

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED LR-3, LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND EXPRESSLY REPEALING ORDINANCE NO. 7669; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned LR-3, Local Retail District, to wit:

the west 5 feet of Lot 5, all of Lots 6 through 13 and 19

through 21, Block A, Garrett Place Addition, City and County of Midland, Texas

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present LR-3, Local Retail District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the use and development of this tract as a restaurant shall conform in all respects to the site plan attached hereto as Exhibit "A" and made a part hereof for all legal purposes;
- B. That the area of this restaurant shall not exceed 7,592 square feet;
- C. That the seating capacity of the restaurant shall not exceed 220 persons;
- D. That the days and hours of operation shall not exceed Tuesday through Saturday from 11:00 a.m. until 10:00 p.m. and Sunday from 11:00 a.m. until 4:00 p.m.;
- E. That no sign advertising alcoholic beverage sales be permitted on the outside of the building and no outside entrance to a separate bar area be allowed;
- F. That Ordinance Number 7669 shall be repealed.

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, and Ordinance No. 7669 is hereby expressly repealed.

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 9th day of April, A.D., 2002; and passed to second reading on motion of Council member Bradford, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Bradford, Morgan, Dingus,
Canon and Dufford

Council members "ABSTAINING": Simpson

Council members voting "NAY": None

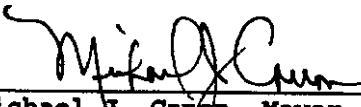
The above and foregoing ordinance was read in full and

finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Dufford, on the 23rd day of April, A.D., 2002, at a regular meeting of the City Council:

Council members voting "AYE": Morgan, Dufford, Dingus,
Canon and Bradford
Council members "ABSTAINING": Simpson

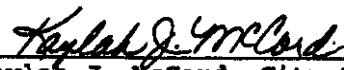
Council members voting "NAY": None

PASSED AND APPROVED THIS 23rd day of April,
A.D., 2002.



Michael J. Canon, Mayor

ATTEST:



Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:



Keith Stretcher, City Attorney











City Council Meeting

Item Number: 24
Meeting Date: September 27, 2022 (September 13, 2022)
To: City Council / City Manager
From: James Reber, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 4, FANNIN TERRACE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CAMARIE AVENUE, APPROXIMATELY 180 FEET WEST FROM NORTH GARFIELD STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, William Hughes, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setbacks for the property located at 2305 Camarie Avenue.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 2305 Camarie Avenue, which has a zoning of SF-1, Single-Family Dwelling District and the location of a residence. The applicant is requesting a

special exception to the minimum rear yard setbacks. They are proposing to build a 20'x25' garage towards the rear, placing the addition right onto the rear property lines near the alley. The garage will not meet the rear yard setback requirements of the current zoning ordinance.

Per our City of Midland Zoning Ordinance:

Section 5.04 – Residential Zoning District Dimensional Regulations Chart
Minimum rear yard setback: 5 feet

Therefore, the proposed addition of the garage must maintain 5 feet from the rear yard property line as listed in the zoning ordinance, as it does not represent any hardship.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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.]

Transportation: (Approved)

No objection to zone change. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

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.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff recommends

denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart*, for a reduced minimum rear yard setback. This garage has a door opening on the alley and therefore requires a minimum 5 foot setback. This provides for adequate turning distance to enter the garage.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

- A. That Property shall significantly conform to the conditions shown in Exhibit “A”, which is attached hereto and incorporated herein.**
- B. That the minimum rear yard setback for the proposed addition to the garage shall be 0 (zero).**

Letters of Objection:

As of July 06, 2022, staff has not received any letters of objection.

Attachments:

Application
Site Plan (Exhibit A)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 4, FANNIN TERRACE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CAMARIE AVENUE, APPROXIMATELY 180 FEET WEST FROM NORTH GARFIELD STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 (“Section 11-1-7”) of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 3, Block 4, Fannin Terrace Addition, Section 3, City and County of Midland, Texas (the “Property”). Said special exception shall allow a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

- A. That the minimum rear yard setback for the detached garage shall be zero feet (0').
- B. That the door to the detached garage shall not be located on the south side (alley side) of the lot.
- C. That the Property shall significantly conform to the conditions shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

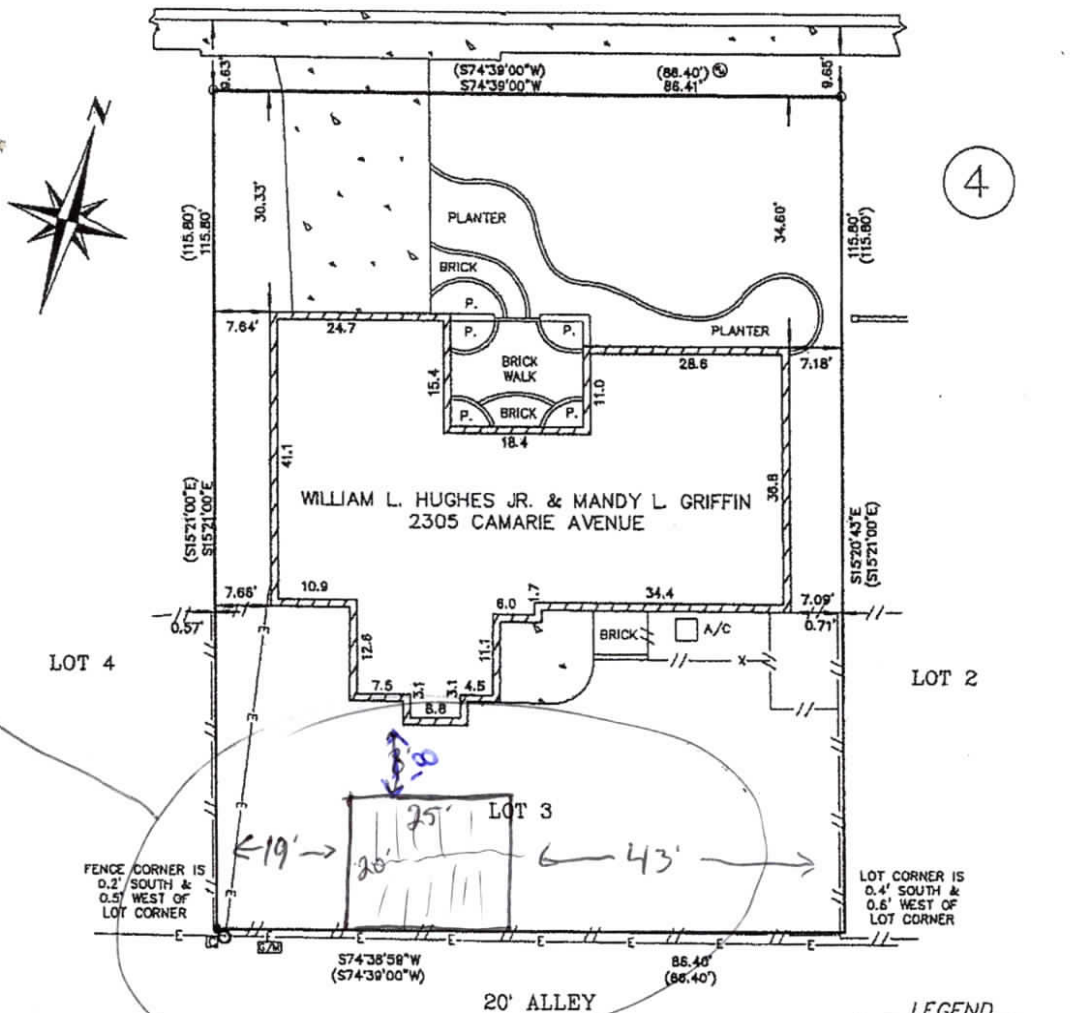
John Ohnemiller, City Attorney

Site Plan (Exhibit A)

* COPYRIGHT 2022

This survey plat is being provided solely for the use of William L. Hughes Jr. & Mandy L. Griffin, LRS Financial Network, & West Texas Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 20, 2022, which shall take place within 90 days after the survey was provided.

CAMARIE AVENUE (60' WIDE)



The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:
West Texas Abstract and Title Co., Inc.,
G.F. No.: 48802220651

Restrictive Covenants:
Vol. 294, Pg. 130,
Deed Records,
Midland Co., Texas

Census Tract: 2

This tract is in Flood Zone "AE" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0088 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 20th day of April 2022.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 04/20/2022

IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 626-1027
OFFICE: WEST TEXAS G.F. #: 48802220651 COMMITMENT EFFECTIVE DATE: 03/18/2022
CAD FILE: BRP23145 DATA FILE: 2305CAMARIE DRAWN BY: TOBY P. FIRM NO.: 10193978

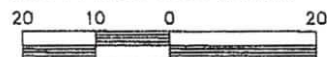
SURVEY OF
LOT THREE (3), BLOCK FOUR (4),
FANNIN TERRACE SECTION 3,
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
CABINET A, PAGE 25, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LEGEND

- Set 1/2" I.R.
W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.
- ⊞ Gas Meter
- ⊞ Water Meter
- ⊞ Power Pole
- Overhead Electric Line
- ⊞ Cable TV Junct. Box
- Wood Fence line

Basis of Bearings:
NORTH Line of this Lot

Bearings and Distances Shown
Inside () Indicate Record Information



SCALE: 1" = 20'



September 27, 2022

W29
M

Willstang 86@gmail.com

121/25

14'

2

8x10

25'

~~25'~~

walk

20'

43'



Special Exception Application

Project Number: E-22-0084

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Benny Fehr - Schmitt Exteriors</u>		Phone <u>(432) 661-3236</u> Email <u>benny@schmittex.com</u>	
Address <u>351 CR 311</u>	City <u>Seminole</u>	State <u>TX</u>	Zip <u>79360</u>

Property Owner Printed Name: <u>William Hughes</u>		Phone <u>(575) 441-3935</u> Email <u>willstang86@gmail.com</u>	
Address <u>2305 Camarie Ave</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79705</u>

Representative (if different from Applicant or Property Owner) Firm: <u>Schmitt</u> Printed Name: _____		Phone () Email	
Address	City	State	Zip

Street Address: <u>2305 Camarie Ave Midland TX 79705</u>

Legal Description Lot: <u>3</u> Block: <u>4</u> Subdivision: <u>Fannon Terrace</u>
--

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: <u>To build shop/storage in back yard on the</u> <u>property like</u>

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:

7-19-2022

Applicant (printed):

Benny Fehr

Property Owner (signature):

William Hughes

Date:

7-19-2022

Property Owner (printed):

William Hughes

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 Benny Fehr who, being by me duly sworn, upon oath says: That (s)he is authorized by William Hughes, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 19th day of July, 2022, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY☒ Property Owner Authorization☒ Dimensioned Site Plan☒ Application Fee☒ Plans in Digital Format (PDF/JPEG)Check # CC (authorization form provided)

Received By:

James Rebo

Date:

8/8/22

RECEIVED
AUG 08 2022
BY: James Rebo

PACKET

24.11

September 27, 2022

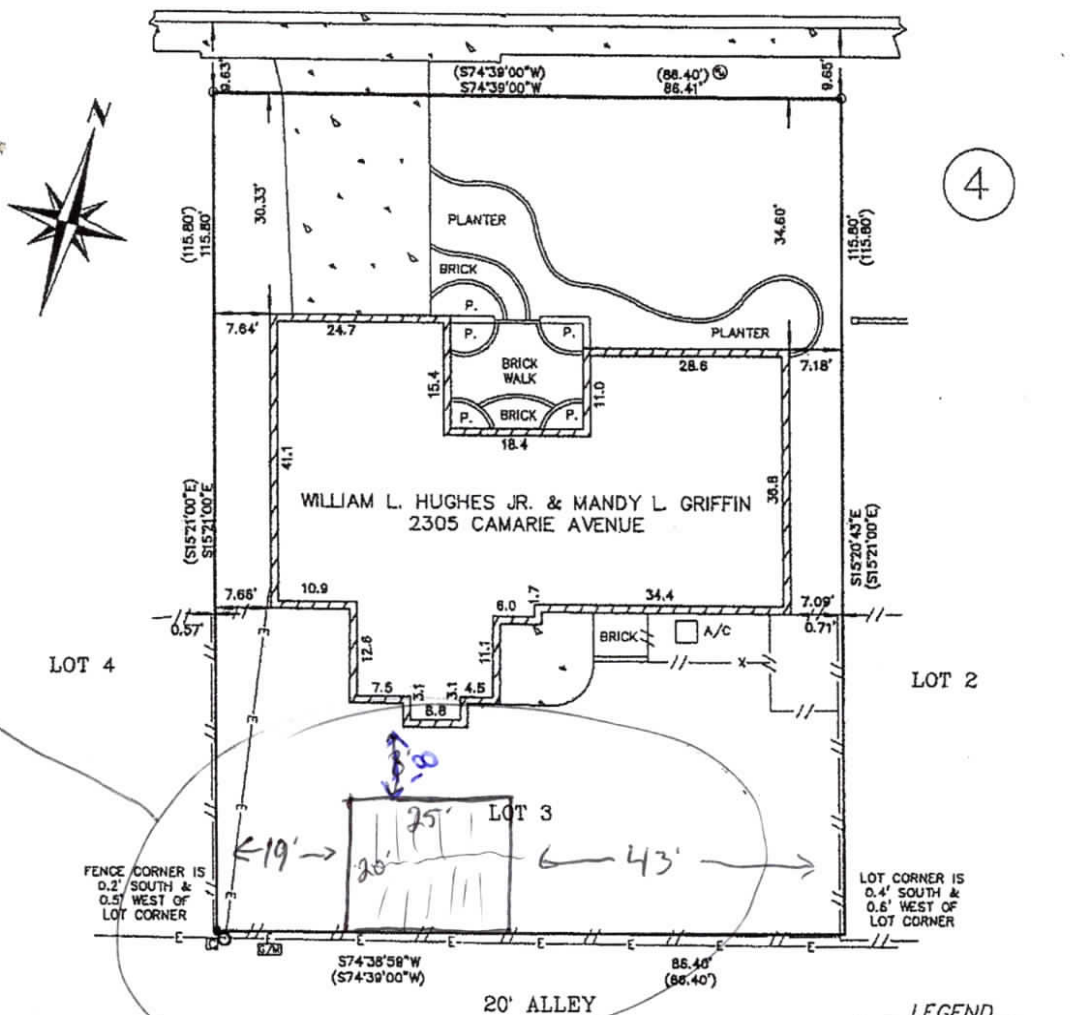
Application will not be considered for scheduling until reviewed by a planner.

Site Plan (Exhibit A)

* COPYRIGHT 2022

This survey plat is being provided solely for the use of: William L. Hughes Jr. & Mandy L. Griffin, LRS Financial Network, & West Texas Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 20, 2022, which shall take place within 90 days after the survey was provided.

CAMARIE AVENUE (60' WIDE)



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Restrictive Covenants:
Vol. 294, Pg. 130,
Deed Records,
Midland Co., Texas

Census Tract: 2

This tract is in Flood Zone "AE" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0088 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 20th day of April 2022.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 04/20/2022

IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

PENNELL LAND SURVEYING PROFESSIONAL LAND SURVEYING P.O. BOX 51622, MIDLAND, TEXAS 79710 VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 626-1027			
APPROX. OFFICE: WEST TEXAS	G.F. #: 48802220651	COMMITMENT EFFECTIVE DATE: 03/18/2022	
CAD FILE: BRP23145	DATA FILE: 2305CAMARIE	DRAWN BY: TOBY P.	FIRM NO.: 10193978

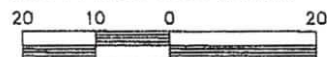
SURVEY OF
LOT THREE (3), BLOCK FOUR (4),
FANNIN TERRACE SECTION 3,
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
CABINET A, PAGE 25, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LEGEND

- Set 1/2" I.R.
W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.
- ⊞ Gas Meter
- ⊞ Water Meter
- ⊞ Power Pole
- Overhead Electric Line
- ⊞ Cable TV Junct. Box
- Wood Fence line

Basis of Bearings:
NORTH Line of this Lot

Bearings and Distances Shown
Inside () Indicate Record Information



SCALE: 1" = 20'

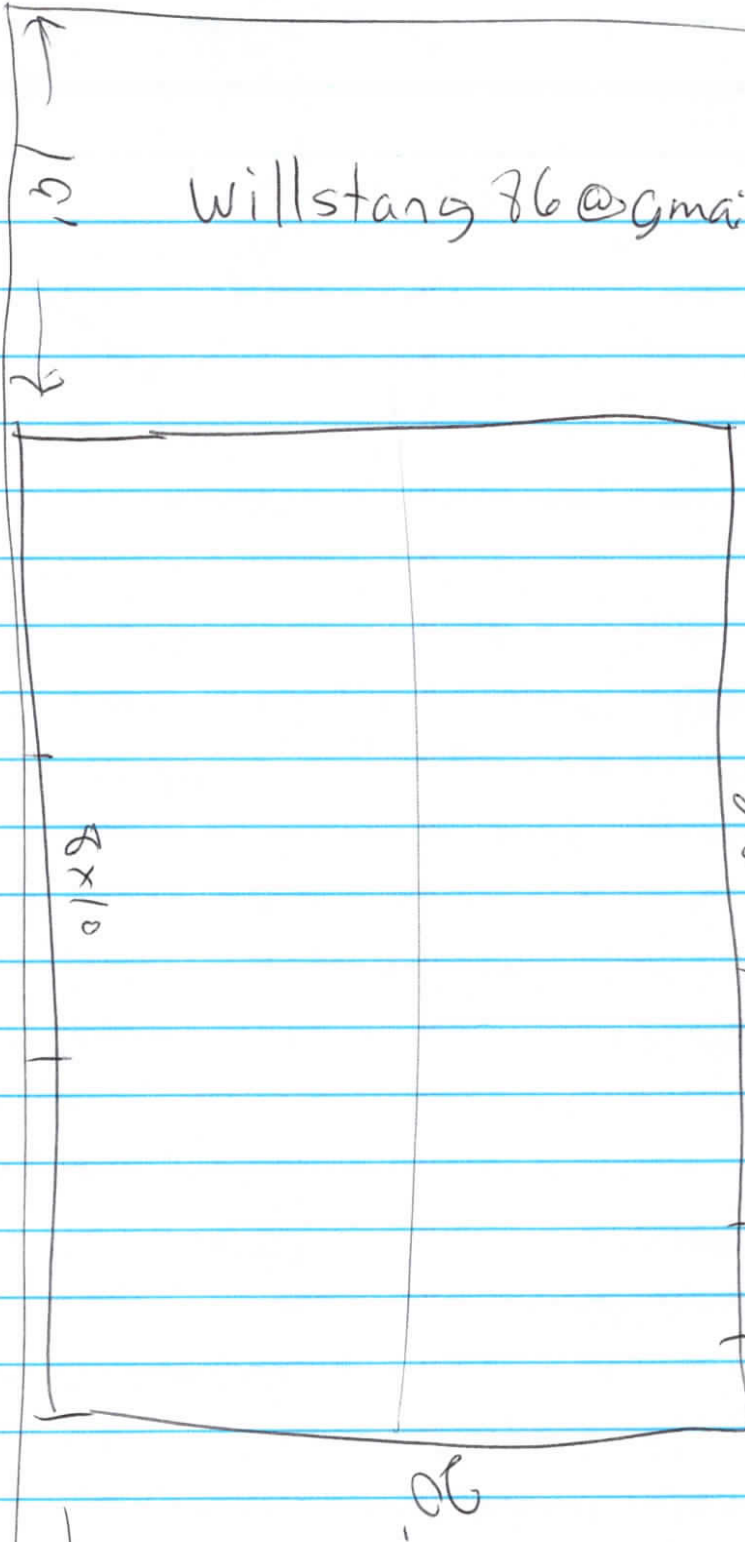


September 27, 2022

W29
(M)

Willstang 86@gmail.com

121/25



WADLEY AV

CAMARIE AV

SHANDON AV

DENGAR AV

N. GARFIELD ST

MOGFORD ST

LOCATION MAP

E-22-0084

Scale: 1" = 200'

Consider a request by William Hughes for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning a reduced minimum rear yard setback on Lot 3, Block 4, Fannin Terrace Addition, Section 3, City and County of Midland, Texas.

Generally located on the south side of Camarie Avenue, approximately 160 feet west from N Garfield Street.
(Council District 3)

LEGEND

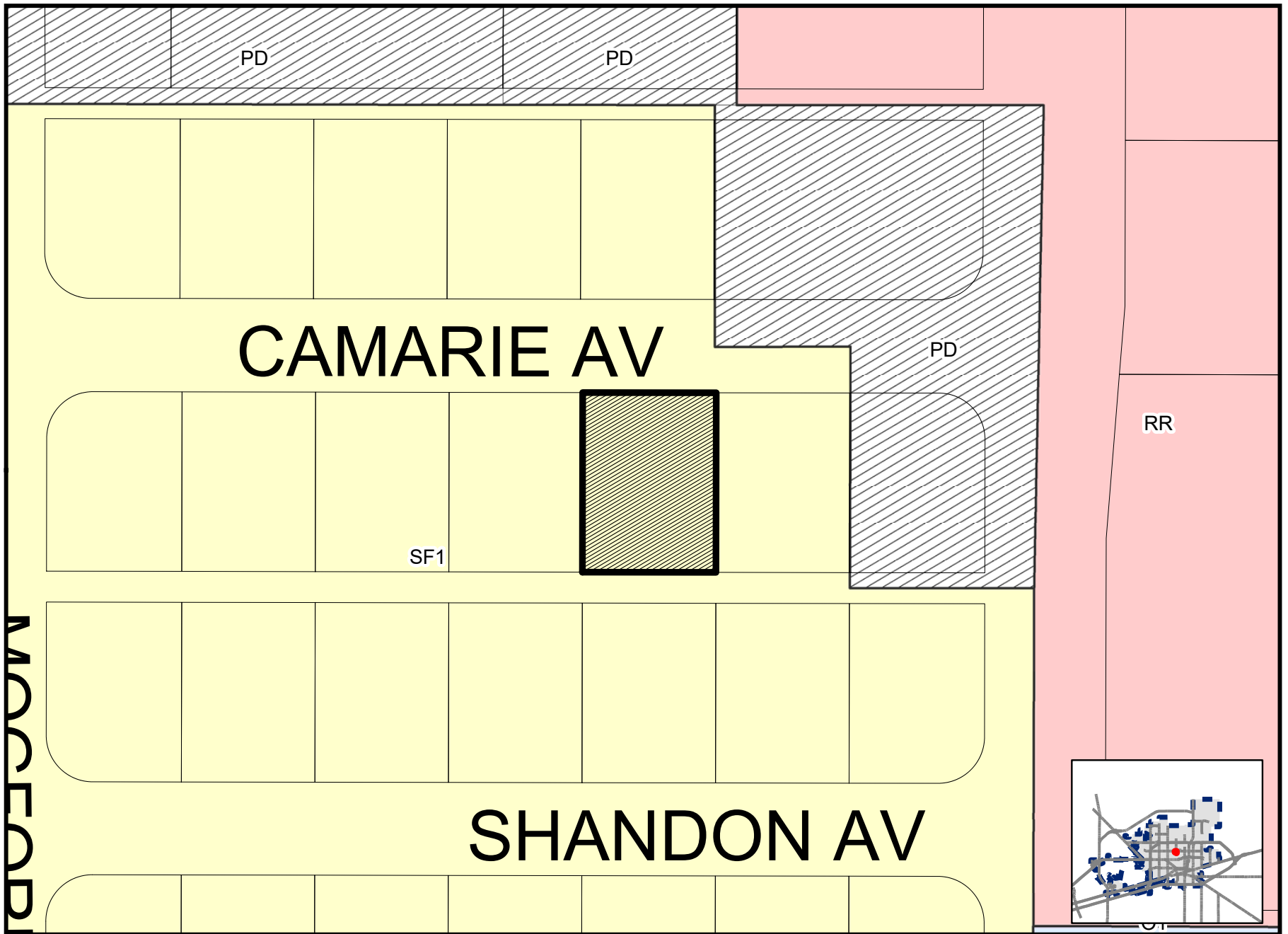
- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS



September 27, 2022

THE
AN

FOR
TA.













City Council Meeting

Item Number: 25
Meeting Date: September 27, 2022 (September 13, 2022)
To: City Council / City Manager
From: Taha Sakrani,
Subject: AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10222; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (ENGINEERING SERVICES)

Purpose:

To revise school zone speed limit regulations at select locations.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

The Legal Department has prepared an ordinance replacing the existing ordinance for "School Zones and Crossings" within the City of Midland, authorizing revisions to school zones as described below.

The revisions are minor adjustments to the times that school zones are in effect based on

schedule adjustments made by the school administration at Young Women's Leadership Academy.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10222; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

WHEREAS, Section 10-1-1(A)(44) of the City Code defines school zones as areas, whether adjacent to schools or not, when properly marked by signs or pavement markings designating them as school zones; and

WHEREAS, the City Traffic Engineer has recommended the establishment of certain locations within the City to be designated as school zones and certain changes in existing school zones, all based on engineering and traffic investigations; and

WHEREAS, the Council finds it to be in the public interest to follow the recommendations of the City Traffic Engineer in this matter;

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

SECTION ONE. That Midland City Code Title X, “Traffic Regulations”, Chapter 4, “Traffic Control Devices”, Section 11, “School Zones”, shall hereby be amended to read in its entirety as follows:

10-4-11. SCHOOL ZONES.

The following described areas or locations are hereby designated “School Zones” and are reduced speed zones designated on streets by the City of Midland to facilitate safe crossing of the streets by children going to or leaving public or private elementary or secondary schools during the times the reduced speed limits apply. No person shall drive a motor vehicle in such areas or locations at a speed greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits specified below during the hours set out hereinafter for each location or when flashing lights are in place and operating shall be prima facie evidence

that the speed is not reasonable or prudent and is unlawful on the days schools are in session.

- (A) Abell Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.
 - 1. Heritage Boulevard from the centerline of Wadley Avenue to a point 170 feet south of the centerline of Highland Boulevard/Highland Court.
 - 2. Highland Boulevard from the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.
- (B) Abell Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Wadley Avenue from a point 100 feet east of the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.
- (C) Alamo Junior High School - 25 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Illinois Avenue - from a point 211 feet east of the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.
- (D) Alamo Junior High School - See “Bonham Elementary School and Alamo Junior High School.”
- (E) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 210 feet east of the centerline of Stoneybrook Drive to a point 210 feet west of the centerline of Stoneybrook Drive.
- (F) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.
 - 1. Stoneybrook Drive - from a point 88 feet north of the centerline of Shadylane Drive to the centerline of Shadylane Drive.
 - 2. Shadylane Drive - from a point 160 feet north of the centerline of Thomason Drive to a point 150 feet east of the centerline of Thornridge Drive.
 - 3. Thornridge Drive - from a point 160 feet north of the centerline of Thomason Drive to the centerline of Shadylane Drive.
- (G) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.
 - 1. Wadley Avenue - from a point 293 feet east of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue to a point 280 feet west of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue.
 - 2. Lamesa Road - from a point 200 feet north of the centerline of the west

leg of Dormard Avenue to a point 200 feet south of the centerline of the west leg of Dormard Avenue.

3. Main Street - from a point 175 feet north of the centerline of Dormard Avenue to a point 175 feet south of the centerline of Dormard Avenue.

(H) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shandon Avenue - from a point 230 feet west of the centerline of Edwards Street to a point 300 feet east of the centerline of Barber Drive.
2. Dengar Avenue - from a point 230 feet west of the centerline of Edwards Street to the centerline of Edwards Street.
3. Dengar Avenue - from the centerline of Barber Drive to a point 295 feet east of the centerline of Barber Drive.
4. Dormard Avenue - from a point 300 feet west of the centerline of Edwards Street to a point 230 feet east of the centerline of Barber Drive.
5. Edwards Street - from a point 205 feet south of the centerline of Dormard Avenue to a point 160 feet north of the centerline of Shandon Avenue.
6. Barber Drive - from a point 175 feet south of the centerline of Dormard Avenue to a point 155 feet north of the centerline of Shandon Avenue.

(I) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Midland Drive - from a point 205 feet north of the centerline of Crockett Avenue to a point 185 feet south of the centerline of Storey Avenue.

(J) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Cuthbert Avenue - from a point 235 feet west of the centerline of Delmar Street to a point 185 feet east of the centerline of Bonham Street.
2. Storey Avenue - from a point 450 feet west of the centerline of Delmar Street to the centerline of McDonald Street.
3. Storey Avenue - from the centerline of Bonham Street to a point 220 feet east of the centerline of Bonham Street.
4. Delmar Street - from a point 195 feet south of the centerline of Storey Avenue to the centerline of Storey Avenue.
5. Delmar Street - from a point 170 feet north of the centerline of Cuthbert

Avenue to the centerline of Cuthbert Avenue.

6. McDonald Street - from a point 200 feet south of the centerline of Storey Avenue to a point 115 feet north of the centerline of Cuthbert Avenue.
 7. Bonham Street - from a point 170 feet south of the centerline of Storey Avenue to a point 118 feet north of the centerline of Cuthbert Avenue.
 8. Dunbar Street - from a point 115 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.
- (K) Bowie Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.
1. "A" Street - from a point 140 feet north of the centerline of Elk Avenue to a point 175 feet south of the centerline of Douglas Avenue.
 2. Douglas Avenue - from the centerline of "A" Street to a point 195 feet east of the centerline of "A" Street.
 3. Douglas Avenue - from a point 205 feet east of the centerline of "D" Street to a point 175 feet west of the centerline of "D" Street.
- (L) Bowie Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.
1. Elk Avenue - from the centerline of "B" Street to the centerline of "A" Street.
 2. Douglas Avenue - from a point 90 feet east of the centerline of "C" Street to the centerline of "B" Street.
 3. Princeton Avenue - from a point 255 feet west of the centerline of "B" Street to the centerline of "B" Street.
 4. "B" Street - from a point 150 feet north of the centerline of Elk Avenue to a point 160 feet south of the centerline of Princeton Avenue.
- (M) Bunche Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.
1. Pennsylvania Avenue - from a point 165 feet east of the centerline of Carver Street to a point 190 feet east of the centerline of Jackson Street.
 2. Adams Street - from the centerline of Pennsylvania Avenue to a point 135 feet north of the centerline of Pennsylvania Avenue.
 3. Jackson Street - from a point 140 feet north of the centerline of Pennsylvania Avenue to a point 215 feet north of the centerline of Cloverdale Road.
 4. California Avenue - from the centerline of Jackson Street to a point 200 feet east of the centerline of Jackson Street.

(N) Burnett Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Spraberry Drive - from a point 175 feet north of the centerline of Devonian Drive to a point 130 feet north of the centerline of Pleasant Drive.
2. Ruby Drive - from the centerline of Canyon Drive to a point 165 feet north of the centerline of Devonian Drive.
3. Raymond Drive - from a point 185 feet north of the centerline of Canyon Drive to a point 50 feet north of the centerline of Pleasant Drive.
4. Devonian Drive - from a point 230 feet west of the centerline of Spraberry Drive to the centerline of Spraberry Drive.
5. Canyon Drive - from the centerline of Spraberry Drive to a point 280 feet east of the centerline of Raymond Drive.
6. Pasadena Drive - from the centerline of Spraberry Drive to a point 230 feet west of the centerline of Spraberry Drive.
7. Howard Drive - from the centerline of Raymond Drive to a point 295 feet east of the centerline of Raymond Drive.

(O) Bush Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Whittle Way - from a point 175 feet north of the centerline of Preston Avenue to a point 200 feet south of the centerline of Preston Avenue.

(P) Bush Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Idlewilde Drive - from a point 90 feet north of the centerline of Rainbow Road to the centerline of Preston Drive.
2. Preston Drive - from a point 150 feet east of the centerline of Idlewilde Drive to a point 150 feet west of the centerline of Sunburst Drive.
3. Sunburst Drive - from a point 90 feet north of the centerline of Rainbow Road to a point 150 feet north of the centerline of Preston Drive.

(Q) Carver Center - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Wall Street - from a point 150 feet west of the centerline of Carver Street to a point 181 feet east of the centerline of Jesse Street.
2. Carver Street - from a point 175 feet north of the centerline of Texas Avenue to a point 160 feet south of the centerline of Wall Street.
3. Texas Avenue - from a point 150 feet west of the centerline of Carver

Street to the centerline of Carver Street.

4. Adams Street - from a point 150 feet south of the centerline of Wall Street to the centerline of Wall Street.
5. Jesse Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(R) Coleman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Golf Course Road - from a point 60 feet west of the centerline of Benton Street to a point 120 feet west of the centerline of Tilden Street.
2. Tilden Street - from a point 70 feet north of the centerline of Jax Street to the centerline of Golf Course Road.

(S) DeZavala Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Lamesa Road - from a point 300 feet north of the centerline of Louisiana Avenue to a point 250 feet south of the centerline of Louisiana Avenue.
2. Louisiana Avenue - from a point 200 feet west of the centerline of Lamesa Road to a point 150 feet east of the centerline of Lamesa Road.
3. Garden Lane - from a point 180 feet west of the centerline of Lee Street to a point 191 feet east of the centerline of Lee Street.
4. Walnut Lane - from a point 184 feet west of the centerline of Lee Street to a point 196 feet east of the centerline of Lee Street.

(T) DeZavala Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Orchard Lane - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.
2. Lee Street - from a point 325 feet north of the centerline of Mesquite Street to a point 50 feet north of the centerline of South Street.
3. Mesquite Street - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

(U) Emerson Elementary School and Goddard Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Ward Street - from a point 250 feet south of the centerline of Haynes Drive to a point 135 feet north of the centerline of Emerson Place.
2. Moss Avenue - from a point 465 feet east of the centerline of Whitney Drive to the centerline of Ward Street.

3. Goddard Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.
 4. Emerson Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.
 5. Lanham Street - from a point 85 feet north of the centerline of Goddard Street to a point 140 feet south of the centerline of Haynes Drive.
 6. Haynes Drive - from a point 175 feet east of the centerline of Lanham Street to a point 150 feet west of the centerline of Ward Street.
- (V) Fannin Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.
1. Neely Avenue - from a point 290 feet east of the centerline of Lanham Street to a point 300 feet west of the centerline of Lanham Street.
 2. Garfield Street - from a point 466 feet south of the centerline of Cimmaron Drive to a point 135 feet north of the centerline of Dengar Avenue.
 3. Ward Street - from a point 150 feet north of the centerline of Fannin Avenue to a point 160 feet south of the centerline of Fannin Avenue.
- (W) Fannin Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.
1. Cimmaron Avenue - from a point 285 feet west of the centerline of Lanham Street to a point 250 feet east of the centerline of Mogford Street.
 2. Frontier Avenue - from a point 295 feet west of the centerline of Lanham Street to the centerline of Lanham Street.
 3. Fannin Avenue - from a point 255 feet west of the centerline of Lanham Street to a point 325 feet east of the centerline of Mogford Street.
 4. Lanham Street - from a point 160 feet south of the centerline of Fannin Avenue to a point 180 feet north of the centerline of Cimmaron Avenue.
 5. Mogford Street - from a point 155 feet south of the centerline of Fannin Avenue to a point 170 feet north of the centerline of Cimmaron Avenue.
- (X) Fasken Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.
- Holiday Hill Road - from a point 200 feet north of the centerline of Sherwood Drive to a point 200 feet south of Sherwood Drive.

(Y) Fasken Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Sherwood Drive - from a point 100 feet east of the centerline of Sandstone Drive to a point 100 feet west of the centerline of Val Verde Drive.
2. Sandstone Drive - from a point 100 feet north of the centerline of Sherwood Drive to a point 100 feet south of the centerline of Val Verde Drive.
3. Val Verde Drive - from the centerline of Sherwood Drive to the centerline of Sandstone Drive.
4. Becker Drive - from the centerline of Sandstone Drive to a point 100 feet south of the centerline of Sandstone Drive.

(Z) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Jax Avenue - from a point 190 feet west of the centerline of Fort Worth Street to the centerline of Terrell Street.
2. Parker Avenue - from a point 190 feet west of the centerline of Fort Worth Street to a point 155 feet east of the centerline of Terrell Street.
3. Fort Worth Street - from the centerline of Parker Avenue to a point 160 feet south of the centerline of Hamby Avenue.
4. Terrell Street - from the centerline of Parker Avenue to a point 100 feet north of the centerline of Jax Avenue.
5. Dallas Street - from the centerline of Parker Avenue to a point 180 feet south of the centerline of Parker Avenue.

(AA) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Lamesa Road - from a point 135 feet south of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road to a point 200 feet north of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road.

(AB) Goddard Junior High School - See "Emerson Elementary School and Goddard Junior High School."

(AC) Greathouse Elementary School 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Briarwood Avenue - from a point 540 feet east of the centerline of Mathis Street to a point 450 feet west of the centerline of Mathis Street.

(AD) Greathouse Elementary School 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Oriole Drive - from a point 220 feet north of the centerline of Woodhollow Drive to a point 198 feet south of the centerline of Woodhollow Drive.

(AE) Greathouse Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Mathis Street - from a point 515 feet north of the centerline of Briarwood Avenue to a point 100 feet north of the centerline of Greathouse Avenue.
2. Greathouse Avenue - from a point 180 feet south of the centerline of Mathis Street to a point 450 feet north of the centerline of Mathis Street.
3. Quicksand Drive - from the centerline of Mathis Street to a point 180 feet west of the centerline of Mathis Street.
4. Woodhollow Drive - from the centerline of Mathis Street to a point 390 feet east of the centerline of Mathis Street.

(AF) Henderson Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Bentwood Drive - from a point 265 feet north of the centerline of Graceland Drive to a point 138 feet south of the centerline of Joy Drive.
2. Wilshire Drive - from the centerline of Graceland Drive to a point 160 feet north of the centerline of Graceland Drive.
3. Erie Drive - from the centerline of Graceland Drive to a point 205 feet north of the centerline of Graceland Drive.
4. Eisenhower Drive - from a point 135 feet north of the centerline of Graceland Drive to a point 135 feet south of the centerline of Graceland Drive.
5. Graceland Drive - from a point 130 feet west of the centerline of Bentwood Drive to a point 135 feet east of the centerline of Eisenhower Drive.

(AG) Hillander Private School - 20 mph - 7:30 a.m. to 9:00 a.m. and 1:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 275 feet east of the centerline of "I" Street to a point 560 feet west of the centerline of "I" Street.
2. "I" Street - from a point 170 feet north of the centerline of Wadley Avenue to a point 215 feet south of the centerline of Wadley Avenue.

(AH) Jane Long Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Devonian Drive - from a point 180 feet north of the centerline of Tanner Drive to a point 200 feet south of the centerline of Cedar Spring Drive.

2. Leddy Drive - from the centerline of Cedar Spring Drive to a point 165 feet north of the centerline of Tanner Drive.
3. Tanner Drive - from a point 250 feet west of the centerline of Devonian Drive to a point 215 feet east of the centerline of Leddy Drive.
4. Beckley Drive - from the centerline of Cedar Spring Drive to a point 150 feet south of the centerline of Cedar Spring Drive.
5. Aberdeen Drive - from the centerline of Cedar Spring Drive to a point 250 feet south of the centerline of Cedar Spring Drive.
6. Mercedes Drive - from a point 240 feet west of the centerline of Devonian Drive to the centerline of Devonian Drive.
7. Avondale Drive - from the centerline of Leddy Drive to a point 85 feet east of the centerline of Leddy Drive.
8. Cedar Spring Drive - from a point 125 feet west of the centerline of Devonian Drive to a point 185 feet east of the centerline of Leddy Drive.

(AI) Lamar Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 330 feet east of the centerline of Crestview Road to a point 240 feet west of the centerline of Crestview Road.

(AJ) Lamar Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Kessler Avenue - from a point 120 feet east of the centerline of Midkiff Road to a point 220 feet east of the centerline of Crestview Road.
2. Peach Street - from a point 165 feet south of the centerline of Illinois Avenue to the centerline of Kessler Avenue.
3. Crestview Road - from a point 185 feet south of the centerline of Illinois Avenue to a point 170 feet south of the centerline of Kessler Avenue.
4. Barkley Street - from a point 180 feet east of the centerline of Crestview Road to the centerline of Crestview Road.

(AK) Legacy Freshman High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Scharbauer Drive - from a point 195 feet west of the centerline of Butternut Lane to a point 202 feet east of the centerline of Butternut Lane.

(AL) Legacy Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Oak Avenue - from a point 150 feet west of the centerline of Butternut Lane to a point 200 feet east of the centerline of Lincoln Street.
2. Lincoln Street - from a point 145 feet north of the centerline of Oak Avenue to a point 145 feet north of the centerline of Magnolia Avenue.
3. Maple Avenue - from a point 229 feet east of the centerline of Lincoln Street to the centerline of Lincoln Street.
4. Butternut Lane - from a point 150 feet north of the centerline of Oak Avenue to a point 50 feet north of the centerline of Magnolia Avenue.

(AM) Legacy High School - See "Rusk Elementary School and Legacy High School."

(AN) Midland Academy Charter School - 20 mph - 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

1. Baird Street - from a point 97 feet north of the centerline of Michigan Avenue to a point 145 feet south of the centerline of Tennessee Avenue.
2. Michigan Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.
3. Tennessee Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.
4. Weatherford Street - from a point 95 feet north of the centerline of Michigan Avenue to a point 165 feet south of the centerline of Tennessee Avenue.

(AO) Midland Christian School - 20 mph - 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

Neely Avenue - from a point 175 feet east of the centerline of Culver Drive to a point 225 feet west of the centerline of Culver Drive.

(AP) Midland Christian School - 20 mph - 7:30 a.m. to 4:30 p.m.

1. Culver Drive - from the centerline of Gulf Avenue to a point 385 feet north of the centerline of Gulf Avenue.
2. Gulf Avenue - from a point 190 feet east of the centerline of Culver Drive to the centerline of Culver Drive.
3. Northrup Drive - from a point 384 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.

4. Sinclair Avenue - from a point 158 feet east of the centerline of Culver Drive to the centerline at Northrup Drive.

(AQ) Midland Classical Academy School - 20 mph - 7:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 87 feet north of the centerline of Mockingbird Lane to a point 650 feet south of the centerline of Savoy Place.

(AR) Midland Freshman High School - 25 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Rankin Highway - from a point 265 feet north of the centerline of Hicks Avenue to a point 170 feet south of the centerline of Hicks Avenue.

(AS) Midland Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Main Street - from a point 180 feet north of the centerline of Hicks Avenue to a point 180 feet south of the centerline of Gist Avenue.
2. Baird Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.
3. Weatherford Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.
4. Hicks Avenue - from a point 200 feet west of the centerline of Main Street to a point 175 feet east of the centerline of Weatherford Street.
5. Montgomery Avenue - from the centerline of Main Street to a point 210 feet west of the centerline of Main Street.
6. Gist Avenue - from a point 200 feet west of the centerline of Main Street to a point 1040 feet east of the centerline of Main Street.

(AT) Midland High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Ohio Avenue - from a point 150 feet east of the centerline of San Angelo Street to the centerline of "A" Street.
2. "C" Street - from a point 130 feet south of the centerline of Illinois Avenue to the centerline of Illinois Avenue.
3. "D" Street - from a point 115 feet south of the centerline of Illinois Avenue to a point 45 feet north of the centerline of Ohio Avenue.
4. Illinois Avenue - from a point 267 feet west of the centerline of "E" Street to a point 185 feet east of the centerline of "A" Street.
5. "A" Street - from a point 85 feet south of the centerline of Tennessee Avenue to a point 280 feet south of the centerline of Illinois Avenue.
6. Tennessee Avenue - from a point 103 feet west of the centerline of "B"

Street to a point 60 feet east of the centerline of "A" Street.

(AU) Midland Montessori School - 20 mph - 7:30 a.m. to 4:30 p.m.

Austin Street - from a point 200 feet north of the centerline of Cuthbert Avenue to a point 80 feet south of the centerline of Bedford Avenue.

(AV) Pease Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Magnolia Avenue - from a point 280 feet west of the centerline of Benton Street to a point 295 feet east of the centerline of Peterson Street.
2. Hickory Avenue - from a point 340 feet west of the centerline of Benton Street to the centerline of Benton Street.
3. Scharbauer Drive - from a point 335 feet west of the centerline of Benton Street to a point 290 feet east of the centerline of Peterson Street.
4. Benton Street - from a point 215 feet north of the centerline of Scharbauer Drive to a point 290 feet east of the centerline of Peterson Street.
5. Peterson Street - from the centerline of Scharbauer Drive to a point 200 feet north of the centerline of Magnolia Avenue.

(AW) Quanah Parker Elementary School - 30 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Midland Drive - from a point 340 feet north of the centerline of St. Andrews Drive to a point 350 feet south of the centerline of St. Andrews Drive.

(AX) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Godfrey Drive - from a point 150 feet north of the centerline of St. Andrews Drive to a point 135 feet south of the centerline of St. Andrews Drive.

(AY) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. St. Andrews Drive - from a point 150 feet west of the centerline of Casady Court to a point 140 feet west of the centerline of Norwood Street.
2. Greenbriar Drive - from a point 150 feet south of the centerline of St. Andrews Drive to the centerline of St. Andrews Drive.
3. Merrill Drive - from a point 150 feet west of the centerline of Norwood Street to the centerline of Norwood Street.
4. Russell Drive - from a point 175 feet west of the centerline of Norwood

Street to the centerline of Norwood Street.

5. Norwood Street - from the centerline of St. Andrews Drive to a point 150 feet north of the centerline of Russell Drive.

(AZ) Rusk Elementary School and Legacy High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Neely Avenue - from a point 175 feet west of the centerline of McDonald Street to a point 250 feet east of the centerline of Tarleton Street.
2. McDonald Street - from a point 155 feet south of the centerline of Neely Avenue to a point 115 feet north of the centerline of Cimmaron Avenue.
3. Wedgewood Street - from a point 200 feet south of the centerline of Neely Avenue to the centerline of Cimmaron Avenue.
4. Cimmaron Avenue - from a point 205 feet west of the centerline of McDonald Street to a point 170 feet east of the centerline of Shandon Avenue.
5. Fannin Avenue - from the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.
6. Shandon Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.
7. Imperial Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.
8. Godfrey Street - from a point 145 feet south of the centerline of Neely Avenue to a point 158 feet north of the centerline of Rebel Drive.

(BA) Rusk Elementary School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Dengar Avenue - from a point 250 feet east of the centerline of Tarleton Street to the centerline of Tarleton Street.
2. Fannin Avenue - from the centerline of Tarleton Street to a point 240 feet east of the centerline of Tarleton Street.
3. Cimmaron Avenue - from the centerline of Tarleton Street to a point 295 feet east of the centerline of Tarleton Street.
4. Tarleton Street - from a point 175 feet south of the centerline of Neely Avenue to a point 140 feet north of the centerline of Dengar Avenue.

(BB) St. Ann's School - 20 mph - 7:00 a.m. to 4:00 p.m.

1. Texas Avenue - from a point 195 feet west of the centerline of "N"

Street to a point 30 feet west of the centerline of "L" Street.

2. "N" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.
3. "M" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

(BC) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Cuthbert Avenue - from a point 335 feet east of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue to a point 297 feet west of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue.
2. "N" Street - from the centerline of Louisiana Avenue to the centerline of Cuthbert Avenue.

(BD) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 5:30 p.m.

1. Louisiana Avenue - from a point 285 feet east of the centerline of Garfield Street to a point 40 feet east of the centerline of "L" Street.
2. "L" Street - from a point 238 feet south of the centerline of Louisiana Avenue to a point 150 feet north of the centerline of Louisiana Avenue.
3. "M" Street - from a point 250 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.
4. Michigan Avenue - from a point 180 feet east of the centerline of North "N" Street to a point 180 feet west of the centerline of North "N" Street.
5. "N" Street - from a point 315 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

(BE) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Golf Course Road - from a point 208 feet east of the centerline of "N" Street to a point 185 feet west of the centerline of "N" Street.
2. Garfield Street - from a point 287 feet south of the centerline of Community Lane to a point 287 feet north of the centerline of Community Lane.

(BF) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Community Lane - from a point 160 feet east of the centerline of Garfield Street to a point 120 feet east of the centerline of "N" Street.

2. Douglas Avenue - from the centerline of "N" Street to a point 190 feet east of the centerline of "N" Street.
 3. Hodges Street - from the centerline of Community Lane to a point 225 feet north of the centerline of Community Lane.
 4. "N" Street - from a point 340 feet north of the centerline of Community Lane to a point 170 feet south of the centerline of Douglas Avenue.
- (BG) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Bluebird Lane - from a point 215 feet east of the centerline of Whitman Street to a point 200 feet west of the centerline of Whitman Street.

- (BH) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 760 feet north of the centerline of Bluebird Lane to a point 920 feet south of the centerline of Mockingbird Lane.

- (BI) Scharbauer Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Crowley Boulevard - from a point 250 feet south of the centerline of Hereford Boulevard to a point 575 feet north of the centerline of Hereford Boulevard.
2. Hereford Boulevard - from a point 250 feet south of the centerline of Homestead Boulevard to a point 136 feet north of the centerline of Crowley Boulevard.
3. Homestead Boulevard - from the centerline of Hereford Boulevard to a point 425 feet west of the centerline of Hereford Boulevard.

- (BJ) South Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Big Spring Street - from a point 220 feet north of the centerline of Dakota Street to a point 165 feet south of the centerline of Dakota Street.

- (BK) South Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Dakota Avenue - from a point 155 feet west of the centerline of Colorado Street to a point 240 feet east of the centerline of Main Street.
2. New Jersey Avenue - from a point 205 feet west of the centerline of Colorado Street to a point 235 feet east of the centerline of Main Street.
3. Colorado Street - from a point 145 feet south of the centerline of New Jersey Avenue to a point 230 feet north of the centerline of Dakota Avenue.
4. Loraine Street from a point 230 feet south of the centerline of New

Jersey Avenue to the centerline of New Jersey Avenue.

5. Loraine Street - from the centerline of Dakota Avenue to a point 175 feet north of the centerline of Dakota Avenue.
6. Main Street - from a point 120 feet south of the centerline of New Jersey Avenue to a point 200 feet north of the centerline of Dakota Avenue.

(BL) Travis Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Gist Avenue - from a point 190 feet west of the centerline of Marshall Street to a point 170 feet east of the centerline of Atlanta Street.
2. Marshall Street - from the centerline of Gist Avenue to a point 205 feet north of the centerline of Gist Avenue.
3. Jefferson Street - from the centerline of Gist Avenue to a point 215 feet north of the centerline of Gist Avenue.
4. Atlanta Street - from the centerline of Gist Avenue to a point 190 feet north of the centerline of Gist Avenue.

(BM) Trinity Private School - 25 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

Wadley Avenue - from a point 150 feet west of the centerline of Godfrey Street to the centerline of Tarleton Street.

(BN) Trinity Private School - 20 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

1. Godfrey Street - from a point 150 feet south of the centerline of Wadley Avenue to a point 265 feet south of the centerline of Trinity Drive.
2. Jordan Avenue - from a point 150 feet south of the centerline of Wadley Avenue to the centerline of Wadley Avenue.

(BO) Young Women's Leadership Academy - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Wall Street - from a point 67 feet west of the centerline of Jackson Street to the centerline of Calhoun Street.
2. Tilden Street - from a point 155 feet north of the centerline of Wall Street to a point 100 feet north of the centerline of Indiana Avenue.
3. Donald Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.
4. Lincoln Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

5. Jackson Street - from a point 100 feet north of centerline of Wall Street to the centerline of Wall Street.

6. Indiana Avenue - from a point 225 feet west of the centerline of Tilden Street to a point 210 feet east of the centerline of Tilden Street.

(BP) West Education Center - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Missouri Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 255 feet east of the centerline of "N" Street.

2. Indiana Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 155 feet east of the centerline of "N" Street.

3. "N" Street - from a point 200 feet north of the centerline of Missouri Avenue to a point 215 feet south of the centerline of Indiana Avenue.

4. "O" Street - from a point 165 feet north of the centerline of Missouri Avenue to the centerline of Missouri Avenue.

(BQ) Yarbrough Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shea Lane - from a point 340 feet east of the centerline of Hall of Fame Boulevard to a point 90 feet north of the centerline of Legends Boulevard.

2. Legends Boulevard - from the centerline of Shea Lane to a point 170 feet east of the centerline of Wagner Drive.

3. Wagner Street / Drive from a point 100 feet north of the centerline of Legends Boulevard to a point 100 feet south of the centerline of Riverfront Drive.

4. Riverfront Drive - from a point 215 feet west of the centerline of Coliseum Court to the centerline of Wagner Drive.

(BR) Yarbrough Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Avalon Drive - from a point 200 feet north of the centerline of Hall of Fame Boulevard to a point 200 feet south of the centerline of Hall of Fame Boulevard.

SECTION TWO. The Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. That Ordinance No. 10222 is hereby expressly repealed; and the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. That the repeal of the ordinances or parts of ordinances effectuated by the enactment of this ordinance shall not be construed as abating any actions now pending under or by virtue of such ordinances or as discontinuing, abating, modifying, or altering any penalty accruing or as affecting the liability of any person, firm or corporation or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars (\$200.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 26
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Kelly Martinez, Senior Planner
Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BULL RIDE EVENT ON LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

Consider a resolution on a request by Haylee Wilkerson for approval of a Temporary Land Use Permit for a Bull Ride Event.

Recommended City Council Action:

Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The Tailgate is requesting a Temporary Land Use Permit for a Bull Ride Event on their property located at 4401 N. Big Spring Street, as shown on the site plan (Exhibit A). The proposed date and time of the event is Saturday, October 29, 2022, from 11:00 a.m. to 12:00 a.m. (next day). In addition they are requesting the increase of occupant load from 348 to 1,500 for this event only.

This event is a PRCA sanctioned Bull Ride, which will take place inside a completely enclosed arena. The applicant is proposing to have a 100 ft. x 100 ft. Rodeo Arena on the northeast side

of the site, with bleachers enclosing the arena. On the east side of the proposed Rodeo Arena, a 80 ft. x 100 ft. Bucking shoots/Back Pen is proposed. Furthermore, there will a viewing area along the area with bleachers. Alcohol will be sold and consumed on the premises. The event will have ten (10) peace officers. The site currently shows 100 parking spaces, and there will be unmarked overflow parking throughout the site, twenty (20) portable restrooms will be located on the west side of the building.

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection.

Fire: (Approved)

No objections.

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 or risk to others in the event of adverse weather. Fencing, gates, and chutes must also be erected according to manufacturer's instruction and in a manner that protects the public, staff, participants, and animals from danger or injury and will protect private property. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Code Compliance: (Approved)

No oil and Gas issues.

Planning:

This temporary land use permit for the Bull Ride Event follows The Tall City Tomorrow Chapter 7, Goal #2, which is to "create a cultural core' in Midland that is a living, working, and entertainment destination," as it provides an event that the residents of Midland can attend.

If approved, staff recommends this temporary land use permit to be subject to conditions A through K.

- A. That the day and hours of operation of the Event shall be limited to Saturday, October 29, 2022, from 11:00 a.m. to 12:00 a.m. (midnight).**

- B. 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.**
- C. That the Applicant shall provide a minimum of 21 portable restrooms that shall be made available for use during all operating hours of the Event.**
- D. That the Applicant shall ensure that a minimum of 10 certified peace officers are present on the Property as security guards during all operating hours of the Event.**
- E. That the occupant load shall be limited to 1,500.**
- F. That the operation of an unmanned aerial vehicle, commonly known as a drone, is specifically prohibited. The Applicant shall not operate, cause the operation of, or allow the operation of an unmanned aerial vehicle.**
- G. 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.**
- 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 the event.**
- K. That, Haylee Wilkerson, a representative of the Tailgate, shall be responsible for ensuring that the conditions of this permit are observed.**

Letters of Objection:

As of September 22, 2022, Staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Palmer

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE TEMPORARY USE
OF LAND FOR A BULL RIDE EVENT ON LOT 1,
BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4,
CITY AND COUNTY OF MIDLAND, TEXAS
(GENERALLY LOCATED AT THE SOUTHWEST
CORNER OF THE INTERSECTION OF NORTH BIG
SPRING STREET AND WEST 250 LOOP NORTH)
SUBJECT TO CERTAIN SPECIAL CONDITIONS AND
RESTRICTIONS**

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Haylee Wilkerson (the “Applicant”) has applied for authorization to temporarily use Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas (the “Property”) for a bull ride event (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 Saturday, October 29, 2022, from 11:00 a.m. to 12:00 a.m. (midnight).
- B. 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.
- C. That the Applicant shall provide a minimum of 21 portable restrooms that shall be made available for use during all operating hours of the Event.
- D. That the Applicant shall ensure that a minimum of 10 certified peace officers are present on the Property as security guards during all operating hours of the Event.
- E. That the occupant load shall be limited to 1,500.
- F. That the operation of an unmanned aerial vehicle, commonly known as a drone, is specifically prohibited. The Applicant shall not operate, cause the operation of, or allow the operation of an unmanned aerial vehicle.

G. 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.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

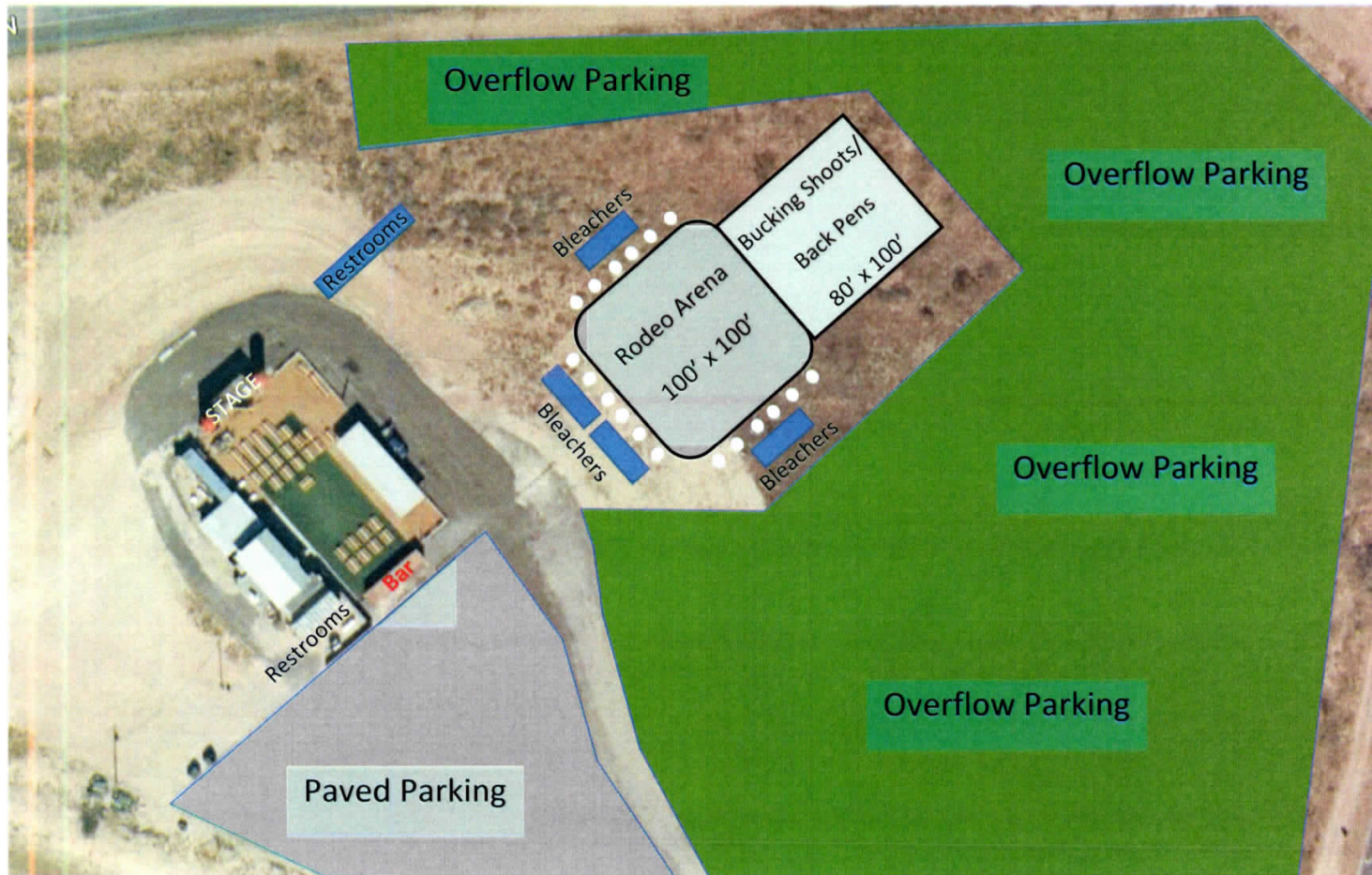
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"





Temporary Land Use Application

Project Number: TLU-22-023
Case Number: _____

Event Name: Tailgate Xtreme Bulls

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Haylee Wilkerson

Address: 1808 Big East St

City: Odessa

Phone ()
Email

State: TX

Zip: 79765

Property Owner

Printed Name: Sean Elphick

Address: 4401 N. Big Spring St

City: Midland

Phone (432) 553-9250

Email: Sean_elphick@yahoo.com

State: TX

Zip: 79705

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Address: _____

City: _____

Phone ()
Email

State: _____

Zip: _____

Street Address: 4401 N. Big Spring St

Legal Description

Lot: 1 Block: 1 Subdivision: _____

Current Zoning: _____

Type of Temporary Use Requested: Bull Ride Event

Description of Event: PRCA sanctioned Bull Ride, Event will take place inside a completely enclosed arena.

Duration of Temporary Use: 1 Day

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: Saturday, October 29, 2022 11am - 12am (Bull ride will take place 8pm - 10:30pm)

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:

- 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).
- 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: 10

Contact the Midland Police Department to schedule off-duty police officers.

Type of Music (carnival, live, etc.): Live

Showmobile (portable stage) **Requested:** ☐ Yes ☒ No

Days & Hours: 1 / 1.5 hours

Number of Restroom Fixtures Provided: Men

Toilets/Urinals: 10 /

Bathroom Sinks: 9

Women

Toilets: 11

Bathroom Sinks: 9

Unisex

Toilets:

Bathroom Sinks:

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): Haylee Wilkerson

Date: 9/2/22

Applicant (printed): Haylee Wilkerson

Property Owner (signature): SEK

Date: 9/2/22

Property Owner (printed): Sean Ephrick

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.****

PACKET

26.10

September 27, 2022

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)
- ☒ Application Fee
- Check # Paid w/ card
- ☐ Administrative Approval

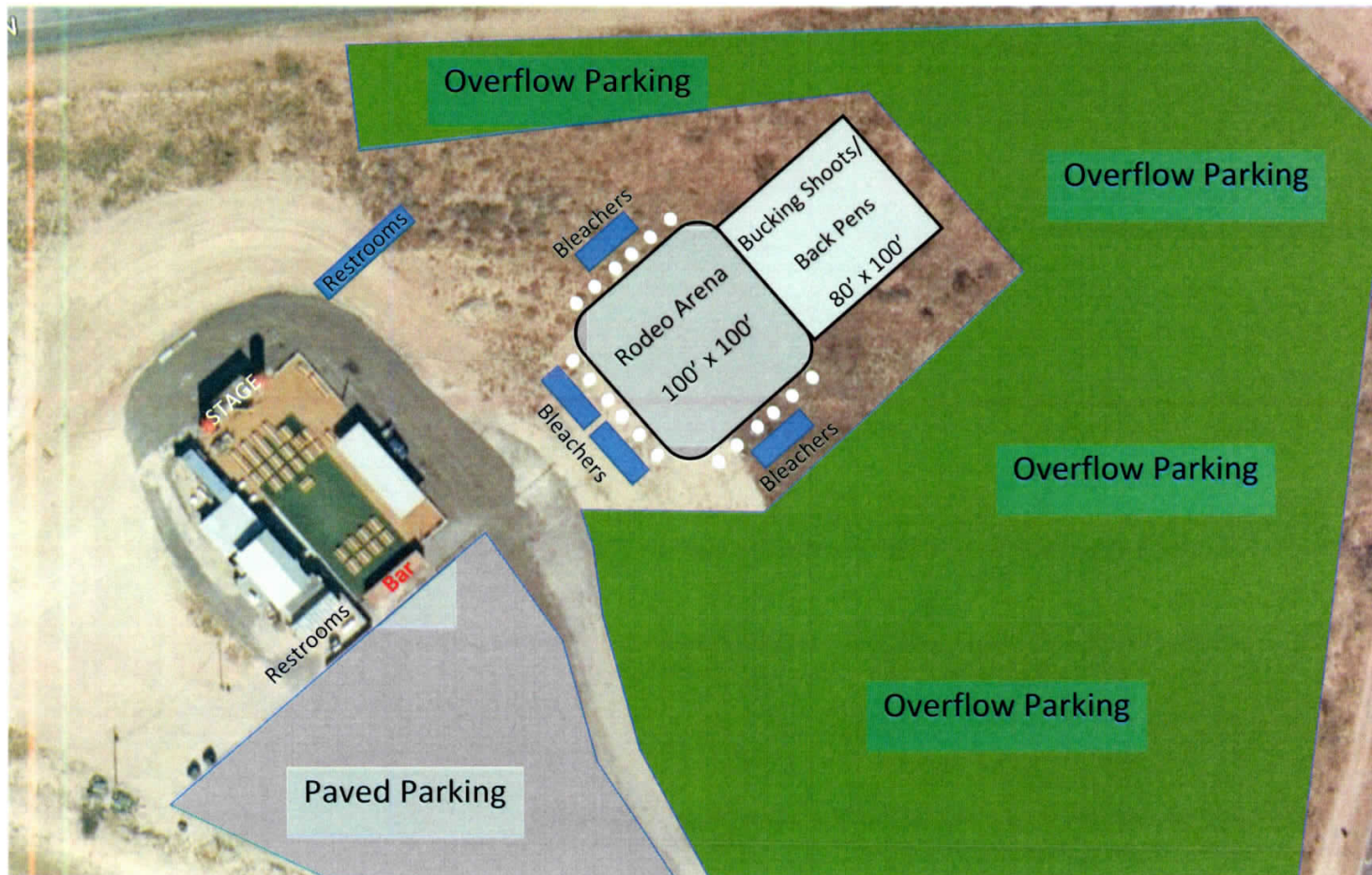
- ☒ Liability Insurance (Street Closure)
- ☒ Traffic Control Plan (Street Closure) N/A
- ☐ Clean-Up Deposit
- Check # Paid w/ card
- ☐ Damage Deposit
- Check # Paid w/ card

RECEIVED
SEP 01 2022

Received By: Alexandra Walling

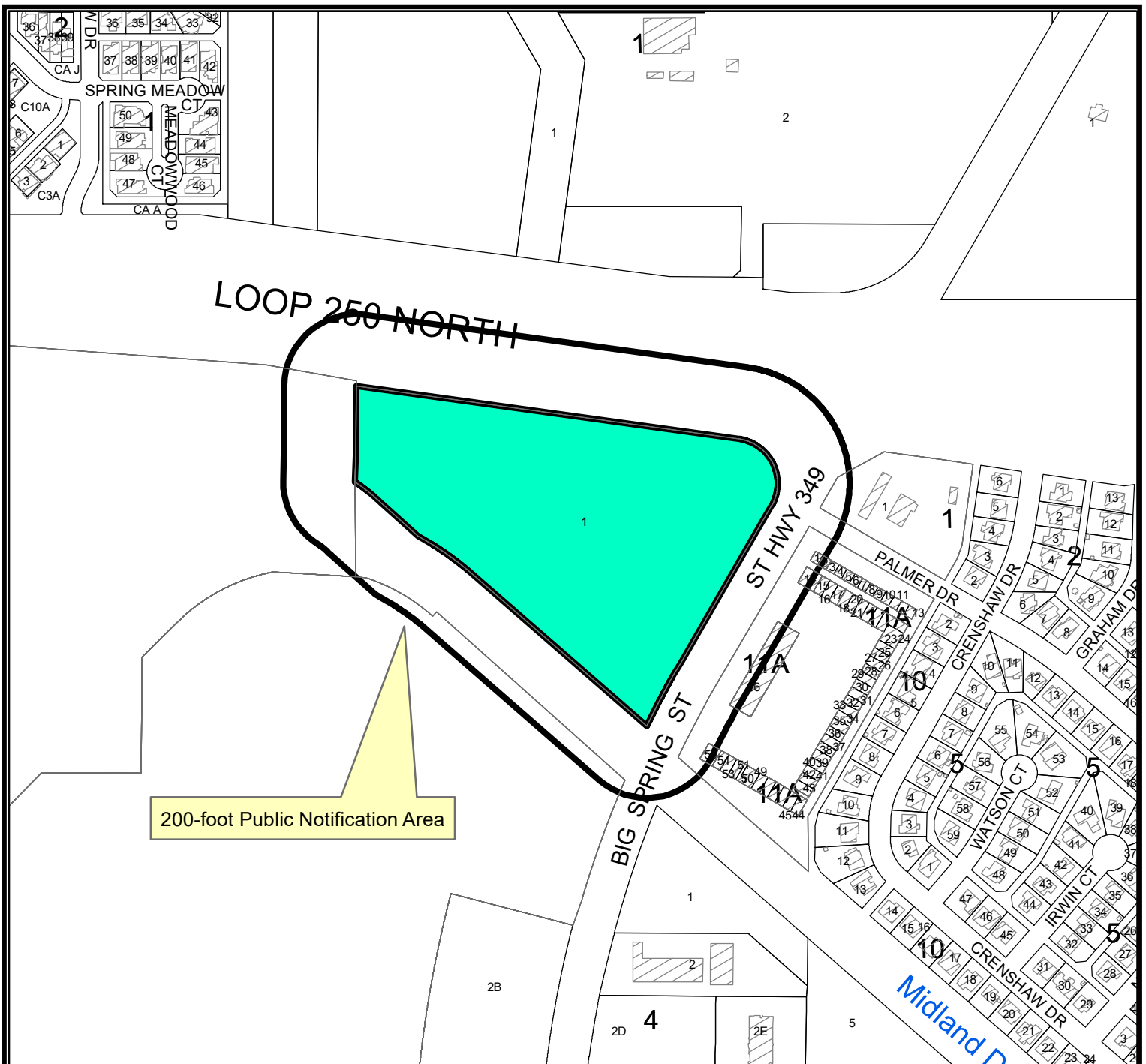
Date: Sep 2, 2022

****Application will not be considered for scheduling until reviewed by a planner.****
PACKET 26.11 September 27, 2022









LOCATION MAP

TLU-22-0123

Scale: 1" = 400'

Consider a request by Haylee Wilkerson for a Temporary Land Use Permit for a Bull Ride Event at the Tailgate on Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.

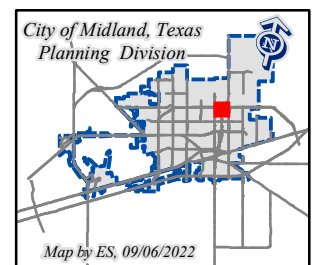
Generally located at the southwest corner of the intersection of North Big Spring Street and West Loop 250 North. (Council District 3)

PACKET

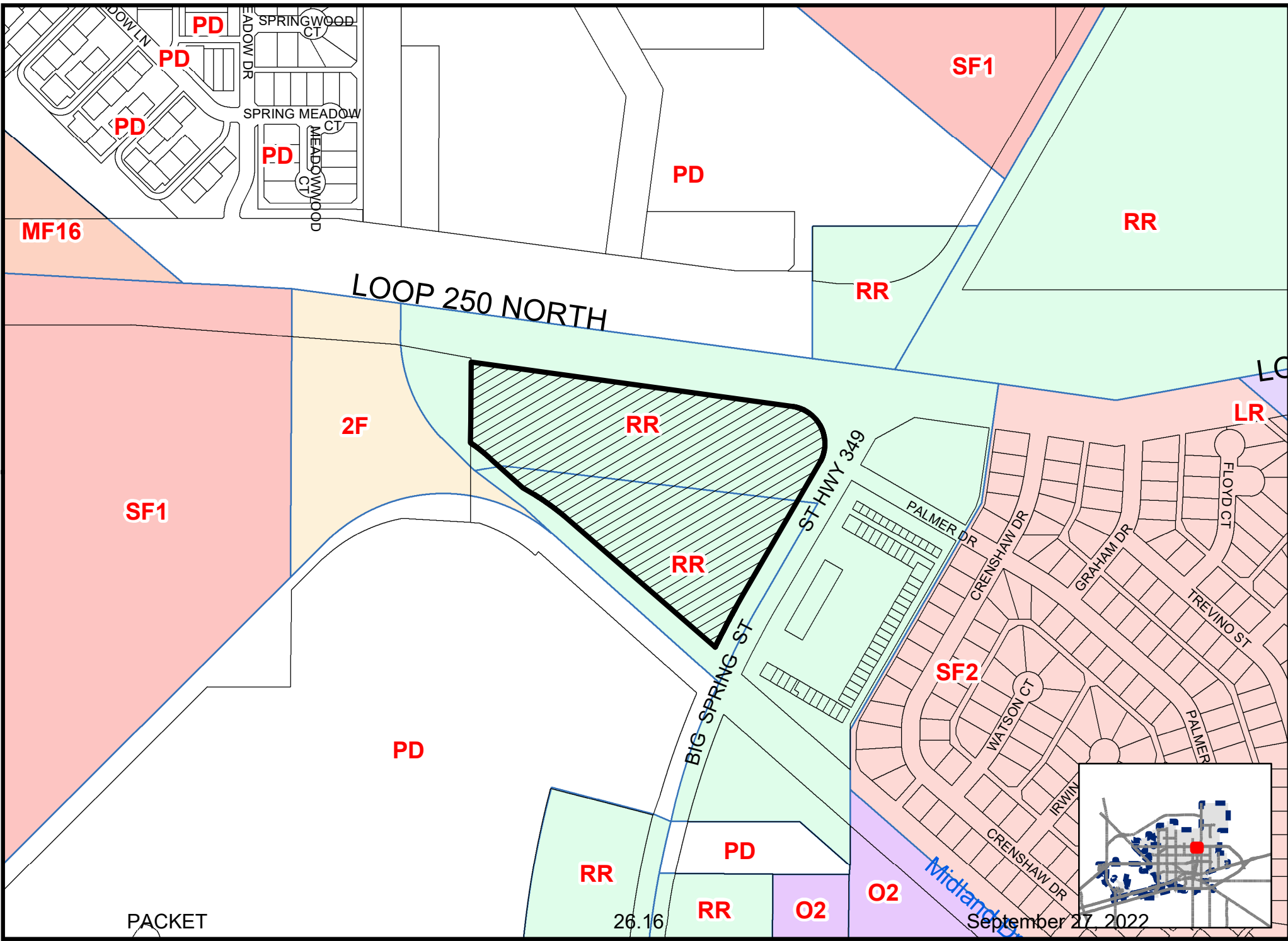
26.15

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 27, 2022











PACKET

26.20

September 27, 2022



City Council Meeting

Item Number: 27
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Alexandra Walling, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Chavez, is requesting a Zone Change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, for a future development of a house located at 1205 E. California Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

MF22, Multi-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned MF-22, Multiple-Family Dwelling District, with the exception of three lots to the North and East who's zoning has been corrected to SF-3, Single-Family Dwelling District, and is the location of vacant land and single-family homes.

Discussion:

The applicant is requesting to rezone the property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District. Under the previous zoning code, the current zoning district would have allowed for construction of single-family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Code adopted in 2019, residential uses became more specified to single family zoning district.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

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, 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.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No 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: (Approved)

The City of Midland Planning Department supports this rezone because of the existing surrounding uses. The surrounding use is comprised of single-family and multi-family residences. According to the Tall City Tomorrow Comprehensive Plan, Urban Residential-Medium (UR-M) land use intends to blend a mix of housing types, especially in older neighborhoods. Potential zoning for UR-M land use includes Single-Family Dwelling District, however, does not list MF-22, Multi-Family Dwelling District. Therefore, changing 1205 E California Ave to SF-3, Single Family Dwelling District would fit in the intended land use appropriately.

This request was recommended for approval at the September 6, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

- 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:

Staff has not received any letters of objection as of September 22, 2022.

Attachments:

Application
Survey (Exhibit A)
Maps



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA ROAD) ; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 17, Block 59, Park Avenue Heights Addition, City and County of Midland, Texas (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 MF-22, Multiple-Family Dwelling 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



Zone Change/Planned District
Amendment/Site Plan Approval

Project Number: 2-22-0300
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Schumann Engineering</u>		Phone (432) <u>684-5548</u> Email: <u>caleman@schumannonline.net</u>	
Address: <u>800 N. Marientfeld, Suite 800</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79701</u>

Property Owner Printed Name: <u>Jose Chavez</u>		Phone () _____ Email: _____	
Address: <u>1611 N. Lamesa</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79701</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email: _____	
Address: _____	City: _____	State: _____	Zip: _____

Street Address: <u>1205 E. California Ave.</u>		
Legal Description Lot: <u>17</u> Block: <u>59</u> Subdivision: <u>Park Avenue Heights</u>		

Current Zoning: <u>MF 22</u>	Proposed Zone: <u>SF 3</u> (List by tracts if more than one district is requested)
Reason for Zone Change Request: <u>To comply with Residential Zoning SF3</u>	

Present Use of Property: <u>Vacant.</u>
Proposed Use of Property: <u>Residence</u>
How would this zone change affect the public health, safety and welfare? <u>N/A</u>
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): Ed Aleman Date: 8-9-22

Applicant (printed): Ed Aleman

Property Owner (signature): Jose Chavez Date: 8-9-22

Property Owner (printed): Jose 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.

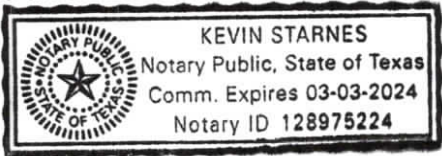
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 Jose 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.

Ed Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 9th day of August, 2022, to certify which witness my hand and seal of office.

 KEVIN STARNES
Notary Public, State of Texas
Comm. Expires 03-03-2024
Notary ID 128975224

Kevin Starnes
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

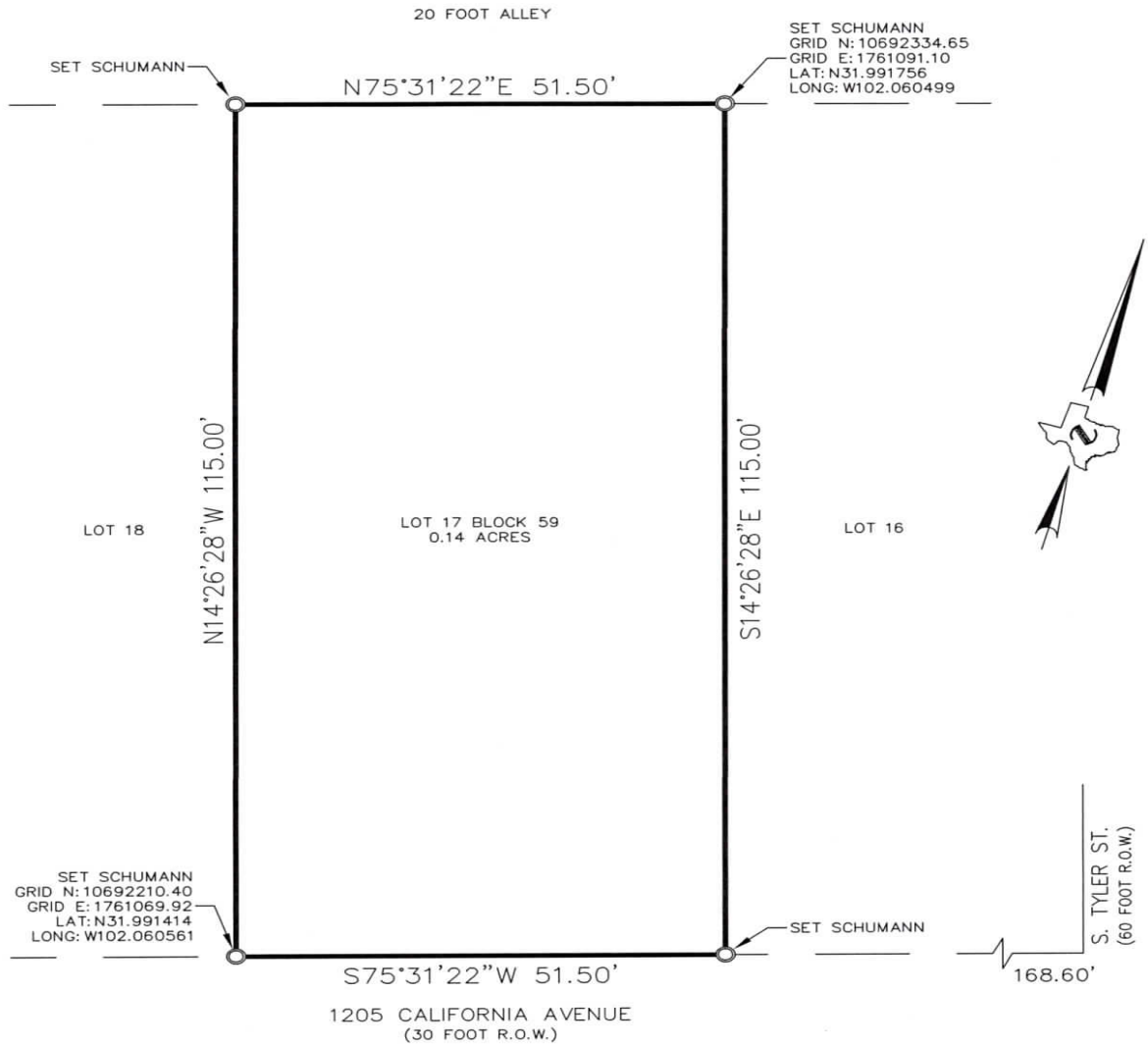
☒ Property Owner Authorization ☒ Dimensioned Site Plan

☒ Application Fee ☒ Plans in Digital Format (PDF/JPEG)

Check # N/A Cash

Received By: _____ Date: _____

RECEIVED
AUG 09 2022
LO



RECEIVED
AUG 09 2022
BY: *[Signature]*

NOTES:

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- - - ADJOINING PROPERTIES

Surveyor Certification

TO THE LIENHOLDERS, JOSE CHAVEZ

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 27TH DAY OF JULY, 2022

[Signature]
RJ DAUM
TEXAS RPLS 4826



**SCHUMANN
ENGINEERING CO.**

A LATERAL LAND COMPANY

PACKET

CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500

27.10

800 N. MARIENFELD ST. #100
MIDLAND, TEXAS 79701

(432) 684-5548

SURVEY

LOT 17

BLOCK 59

PARK AVENUE HEIGHTS ADDITION
SECOND SECTION

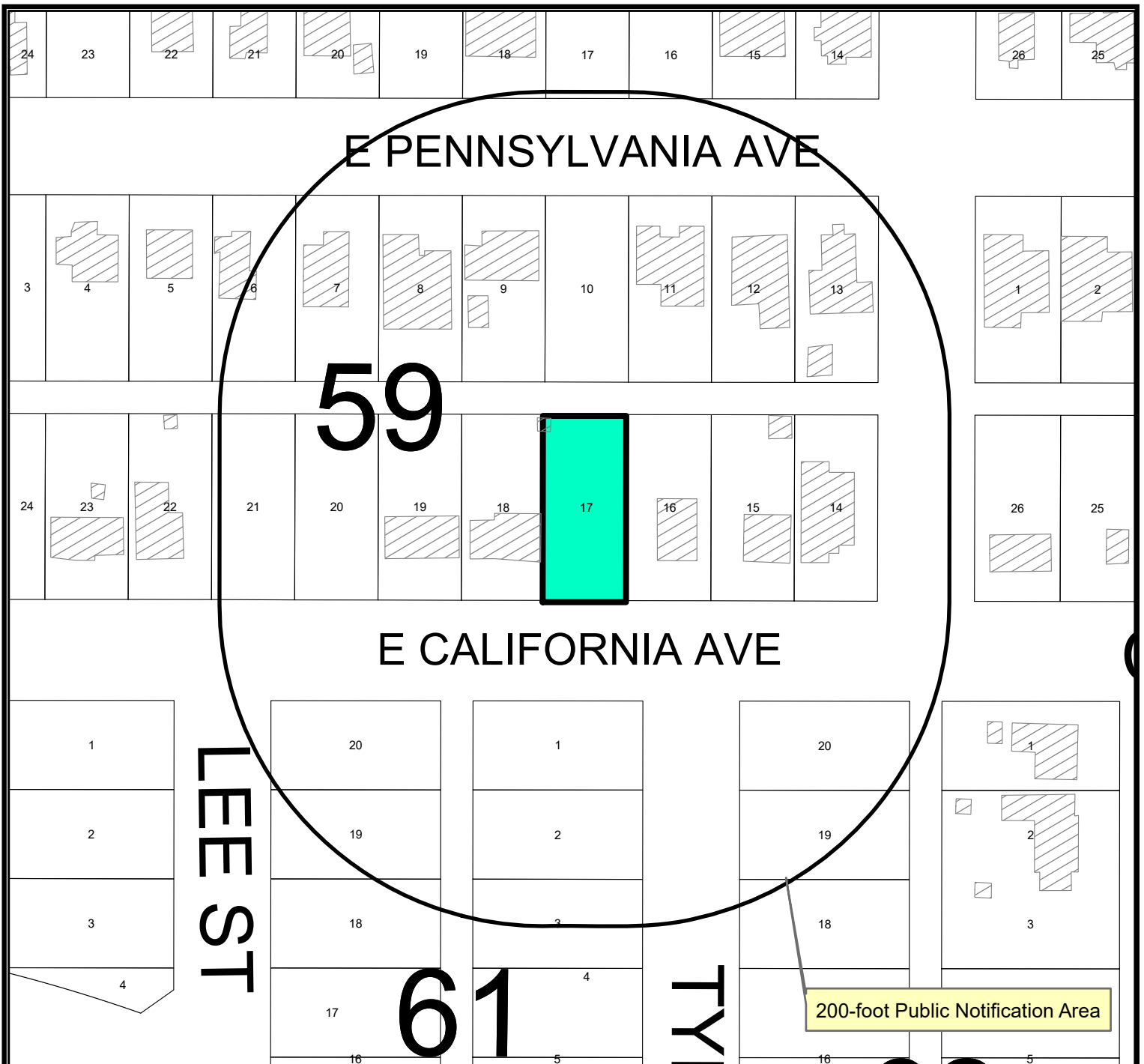
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT
RECORDED IN VOLUME 180, PAGE 137

MIDLAND COUNTY, TEXAS

September 27, 2022

SCALE: 1" = 20'

PROJECT: 78739
JOB NO.: 78,739



LOCATION MAP

Z-22-0300

Scale: 1" = 200'

Request by Jose Chavez for a zone change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 17, Block 59, Park Avenue Heights Addition, City and County of Midland, Texas.

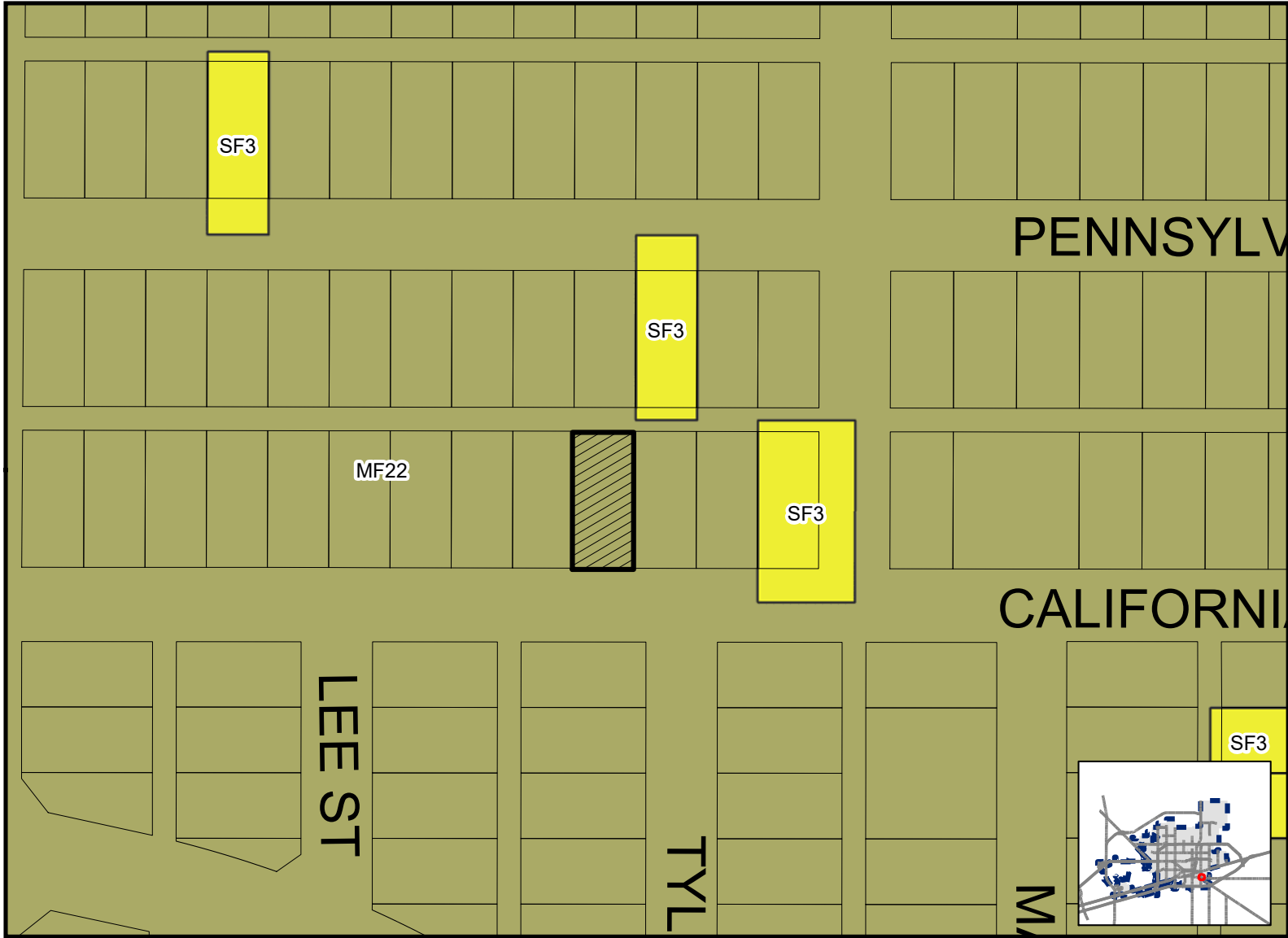
Generally located on the north side of East California Avenue, approximately 480-feet east of South Lamesa Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 27, 2022



Map By AW, 8/12/2022

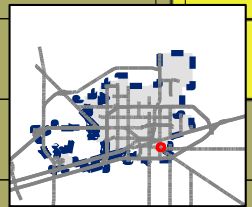
Z-22-0300

Scale: 1" = 200'

ZONING MAP



© THE CITY OF MI
TO BE USED AS A PRELIMINARY
REPRESENTATION OF THE CITY OF



LOCAL WORKSHEET DESIGNATED
INFORMATION CONTAINED
THE USE OF THIS DATA











City Council Meeting

Item Number: 28
Meeting Date: September 27, 2022
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: RESOLUTION APPROVING THE PLAN SUBMITTED BY ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL AND USE A NON-COMMERCIAL SALT WATER DISPOSAL WELL WITHIN THE CITY LIMITS LOCATED 2,013 FEET FROM THE SOUTH LINE AND 405 FEET FROM THE EAST LINE, SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,013 FEET NORTH OF EAST GOLF COURSE ROAD AND 405 FEET WEST OF TODD DRIVE); AND AUTHORIZING THE ISSUANCE OF A PERMIT THEREFOR (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permits to Endeavor Energy Resources, L.P. ("Operator") to drill a Non-Commercial Salt-Water Well within the City Limits, being Elkins Atrelle SWD #1 located 2,013 feet from the south line and 405 feet from the east line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. Per the Ordinance 8769 a detailed plan shall be submitted by the operator to the City Council for consideration.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Per the Ordinance 8769, non-commercial salt-water well requires the plan to be approved by the City Council for consideration. Endeavor Energy Resources, L.P. is the surface owner and

will be using 24 ft. tall sound walls on the east, south, and partial west sides of the pad sites during drilling per a noise modeling study. The tank battery will be located near the center of the 140-acre property. Well will be completed via acidizing during daylight hours between 7:00 A.M. and 7:00 P.M. The saltwater will be injected into a zone at approximately 11,669 feet to 14,000 feet. Endeavor Energy Resources is requesting the following variances:

- (1) Endeavor Energy Resources requests variance to the requirement of landscaping and irrigation. The land is currently undeveloped without access to City water.
- (2) Endeavor Energy Resources requests variance to utilize storage tanks 30' in height to allow a reduced overall footprint. Additionally, the design allows more efficient operability of emission controls.

Attachments: Applications; Location map; Exhibit - Drill site maps, Exhibit – Flow Line Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE PLAN SUBMITTED BY ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL AND USE A NON-COMMERCIAL SALT WATER DISPOSAL WELL WITHIN THE CITY LIMITS LOCATED 2,013 FEET FROM THE SOUTH LINE AND 405 FEET FROM THE EAST LINE, SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,013 FEET NORTH OF EAST GOLF COURSE ROAD AND 405 FEET WEST OF TODD DRIVE); AND AUTHORIZING THE ISSUANCE OF A PERMIT THEREFOR

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Section 6-1-23(L)28 provides that an operator who determines that the use of a non-commercial salt water disposal well is necessary shall submit a detailed plan to

the City Council for consideration and that no salt water disposal well shall be used unless a plan is approved by the City Council; and

WHEREAS, Operator has determined that the use of a non-commercial salt water disposal well on the property described in Section Two hereof is necessary and has submitted an application to the City of Midland therefor that includes a detailed plan; and

WHEREAS, the City Council finds it to be in the public interest to approve Operator's plan and to authorize the issuance of a permit to Operator to drill and use a non-commercial salt water disposal well on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That Operator's plan is hereby approved, and the Mayor is hereby authorized and directed to execute a permit, on behalf of the City of Midland, that will allow Operator to drill and use a non-commercial salt water disposal well within the City limits located 2,013 feet from the south line and 405 feet from the east line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

NON-COMMERCIAL SALT WATER DISPOSAL WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on September 27, 2022, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated August 15, 2022, to drill and use a non-commercial salt water disposal well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application, including the detailed plan contained therein, and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill a non-commercial salt water disposal well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes. To the extent Midland City Code § 6-1-23(C) requires the issuance of an "oil and gas well permit" prior to the drilling of a non-commercial salt water disposal well, this permit shall be considered an oil and gas well permit; provided, however, that this permit shall not constitute a permit to drill an oil and gas well.

The location of Operator's Elkins Atrelle SWD #1 non-commercial salt water disposal well shall be 2,013 feet from the south line and 405 feet from the east line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from September 27, 2022 through September 27, 2023, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only

means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued this permit does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR 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 CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER A NON-COMMERCIAL SALT WATER DISPOSAL WELL PERMIT OR AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No landscaping or irrigation is required because City water is not available.
2. Utilize storage tanks 30 feet in height to allow a reduced overall footprint.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of September 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS ____ day of September 2022.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow, Production Superintendent



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date August 15, 2022	Operator Name (must match W-1) Endeavor Energy Resources, L.P.	Operator Address 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	Rep. Fax (432)-682-3088
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option B		
Option B: Ryan Burrow 1700 ECR 115 Midland, Texas 79706 Office: (432) 262-4271 Cell: (432) 813-3060		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060 Endeavor Energy Resources, L.P. - 24-Hour Emergency Hotline- 432-570-0186 Midland Police Department: 911 or 432-685-7110 Midland Fire Department: 911 Ambulance: 911 Paramedics: 911		
Other Permitted Wells in City (ATTACHED AS EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
This is an injection well located on property owned by Endeavor Energy Resources, L.P. The injection permit is specifically for the Ellenburger.		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture		
ATTACHED AS EXHIBIT D are the most Current Tax Cards from Midland Central Appraisal District, which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

ATTACHED AS EXHIBIT E is a (map/plat/satellite/aerial photo) depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Elkins Atrelle SWD #1

ATTACHED AS EXHIBIT G is Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:

Legal Description of Proposed Well Site:

Surface Hole Location: 2013' FSL 405' FEL, Section 31, Block 38, T-1-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Plat and Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K is the location agreement letter with current Surface Owner. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least \$75,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the written Concept Plan and Site Plan. [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

- (1) **Drilling:** Electricity TXU: 1-800-233-2133
- (2) **Operations:** Electricity TXU: 1-800-233-2133

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. [See § L(10)]

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. [See § J(35)]

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

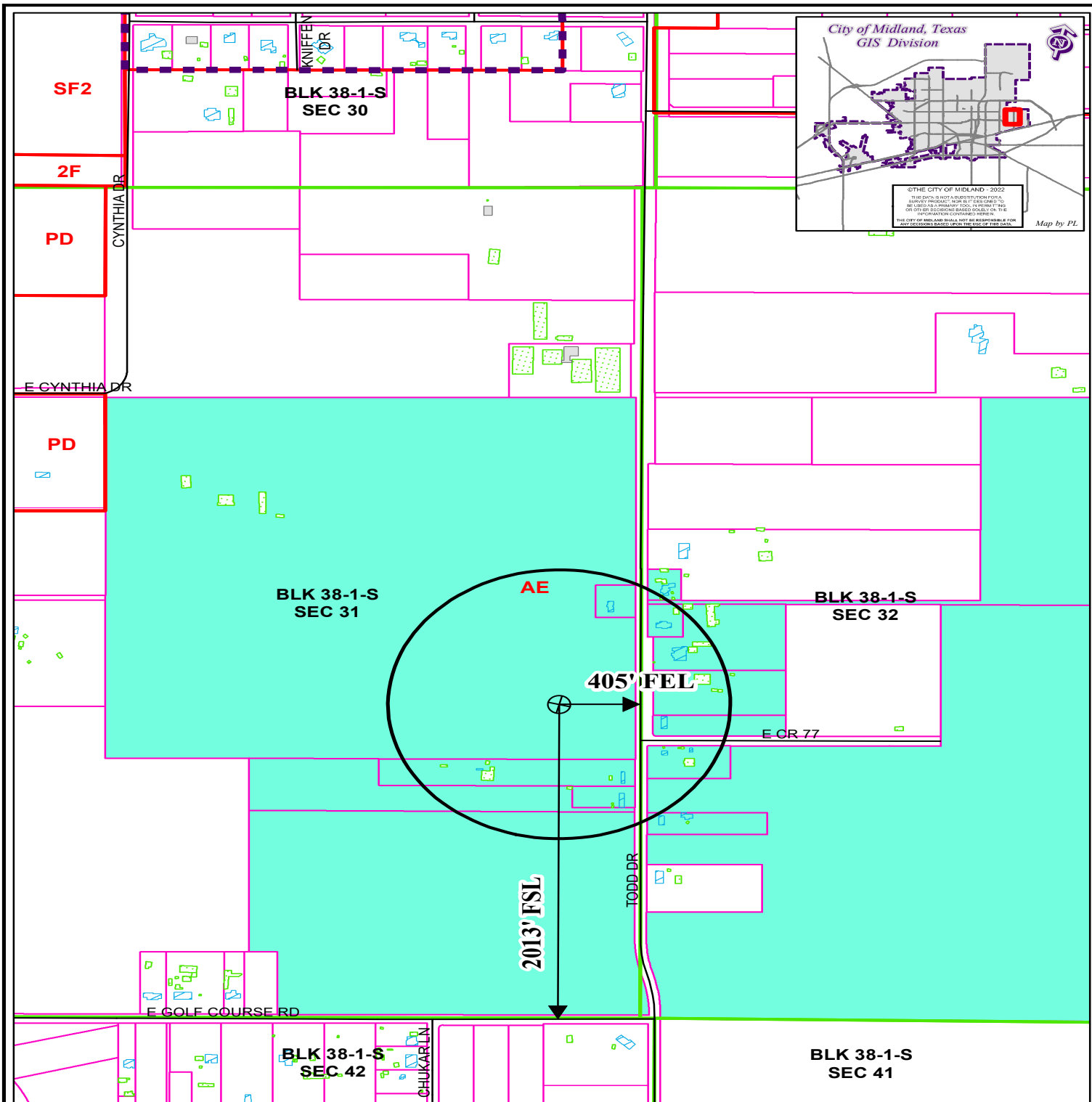
ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V is Applicant's Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study and Noise Mitigation Plan



LOCATION AND ZONING MAP

Oil-046046-2022

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,013' FSL and 405' FEL, Section 31, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,013 feet north of East Golf Course Road and 405 feet east of Todd Drive.

Elkins Atrelle SWD #1

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

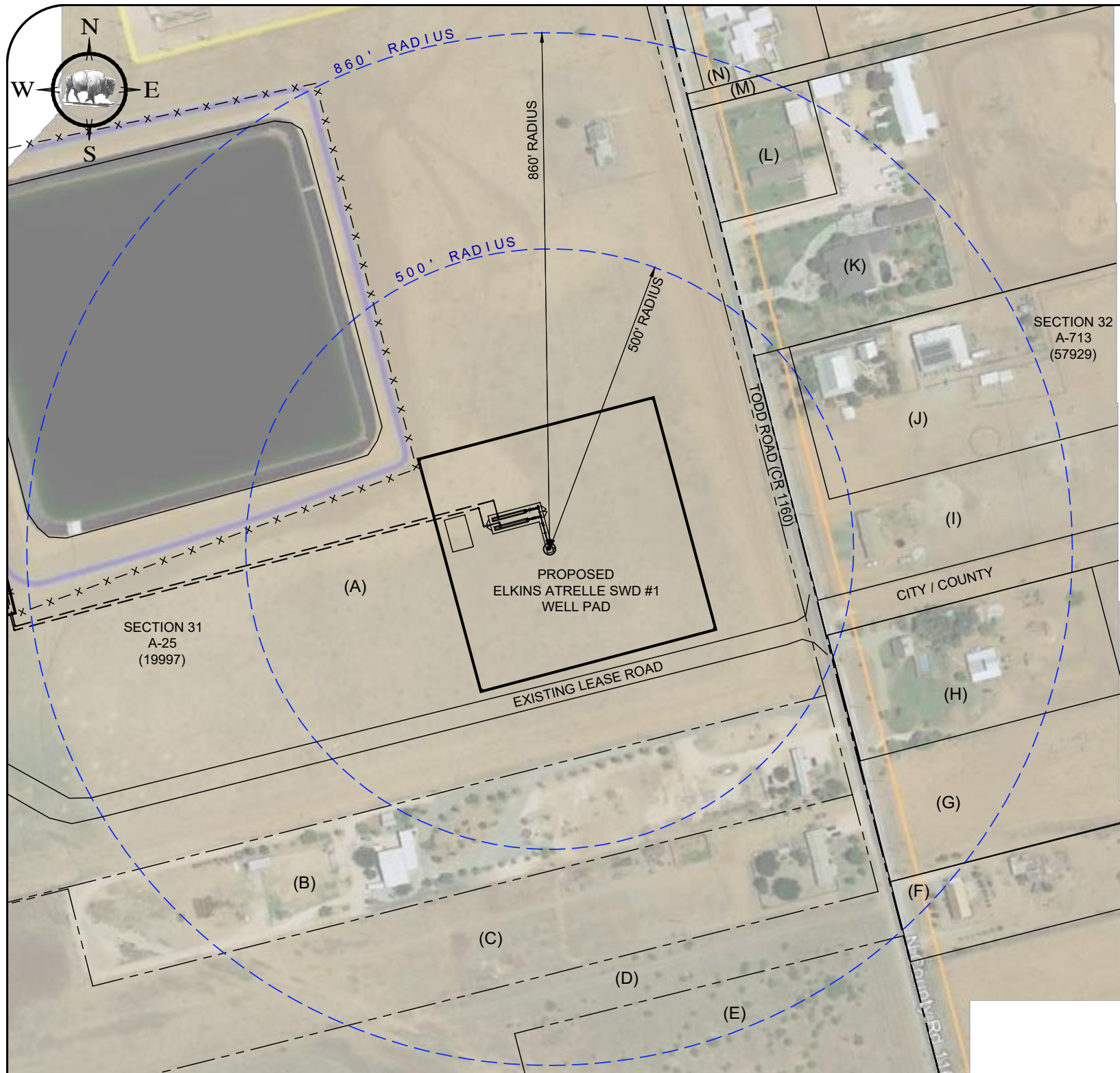
ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	03, 04	COMMERCIAL
MH, 12, 1F3	ONE-FAMILY DWELLING	C1, C2, C3	INDUSTRIAL PARK
TH	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	RETAIL
2F	TOWNHOUSE DWELLING	LI	HEAVY INDUSTRY
MFL, MF2	TWO-FAMILY DWELLING	HI	
	MULTIPLE FAMILY DWELLING		

2812

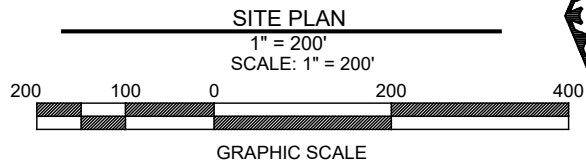
September 27, 2022

PACKET

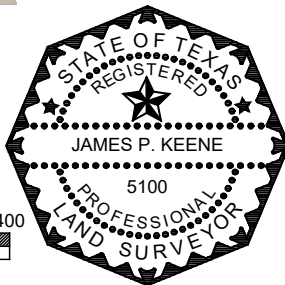
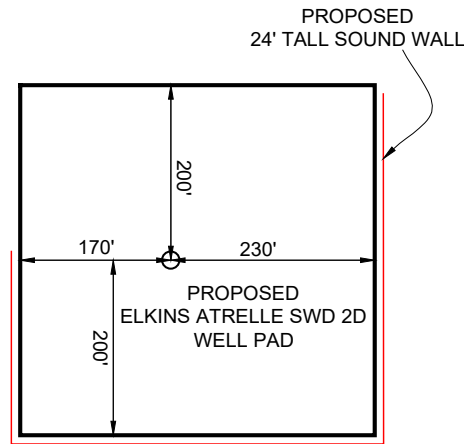
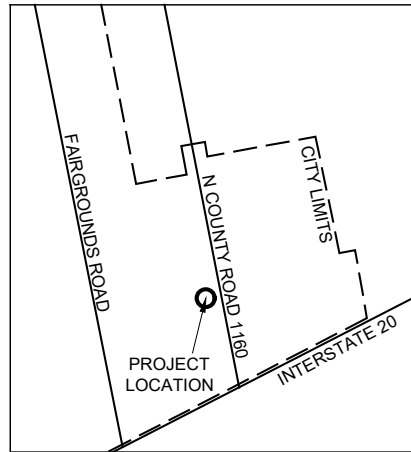


COORDINATES SHOWN ARE THE TEXAS STATE PLANE
COORDINATE SYSTEM, CENTRAL ZONE NAD 83

ELKINS-ATRELLE SWD #1
NORTHING: 10706140.86
EASTING: 1767463.32



SITE PLAN
1" = 200'
SCALE: 1" = 200'



(A) CALLED 141.796 ACRES ENDEAVOR ENERGY RESOURCES, L.P. DOCUMENT NO. 2017-21523, D.R.M.C.T.
(B) CALLED 5.00 ACRES JOSE MANUEL POMPA DOCUMENT NO. 2010-9466 D.R.M.C.T.
(C) CALLED 9.94 ACRES WILLIAM K. TURNER VOLUME 1675, PAGE 315 D.R.M.C.T.
(D) REMAINDER OF CALLED 60 ACRES AUTRY C. STEPHENS VOLUME 1464, PAGE 592, D.R.M.C.T.
(E) CALLED 20.00 ACRES AUTRY STEPHENS VOLUME 1403, PAGE 512, D.R.M.C.T.
(F) CALLED 2.00 ACRES NICHOLAS TAMEZ DOC. NO. 2017-14370 D.R.M.C.T.
(G) CALLED 49.87 ACRES J.D. CRAWFORD AND DOROTHY CRAWFORD VOLUME 1666, PAGE 237, D.R.M.C.T.
(H) CALLED 2.23 ACRES BILLY B. ROSE DOC. NO. 2013-20239 D.R.M.C.T.
(I) BOBBY RAY TYLER DOC. NO. 2020-15641 D.R.M.C.T.
(J) CALLED 4.00 ACRES MARY LOU HARTMAN VOLUME 2551, PAGE 700, D.R.M.C.T.
(K) CALLED 6.0 ACRES YECENIA MORENO AND ISRAEL LEYVA VOL. 2609 PG 816 D.R.M.C.T.
(L) CALLED 0.884 ACRES DEVAN M. SNIDER DOC. NO. 2022-12059 D.R.M.C.T.
(M) CALLED 192.30 ACRES ELIM, DEVELOPMENT CORP. VOLUME 1798, PAGE 277, D.R.M.C.T.
(N) CALLED 1.04 ACRES MICHAEL COTTRELL DOC.NO. 2020-12901 D.R.M.C.T.

REVISED 8-11-22 REMOVED FACILITY, (CR)
REVISED 7-12-22 ADDED SOUND WALLS AND 500' RADIUS FROM TANKS, (CR)

SCALE: 1" = 200'	DATE: 06/17/22
DRAWN BY: CR	
APPROVED: JPK	
FIELD CREW: JR	
PROJECT NO. 16-02490- ELKINS-ATRELLE SWD #1 WELL PAD	

SHEET
1
OF 1

SITE PLAN
ENVIRONMENTAL DISPOSAL SYSTEMS

ELKINS ATRELLE SWD 2D WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 31, BLOCK 38, T-1-S, T & P RR
CO. SURVEY, ABSTRACT NO. 25, MIDLAND COUNTY, TEXAS.



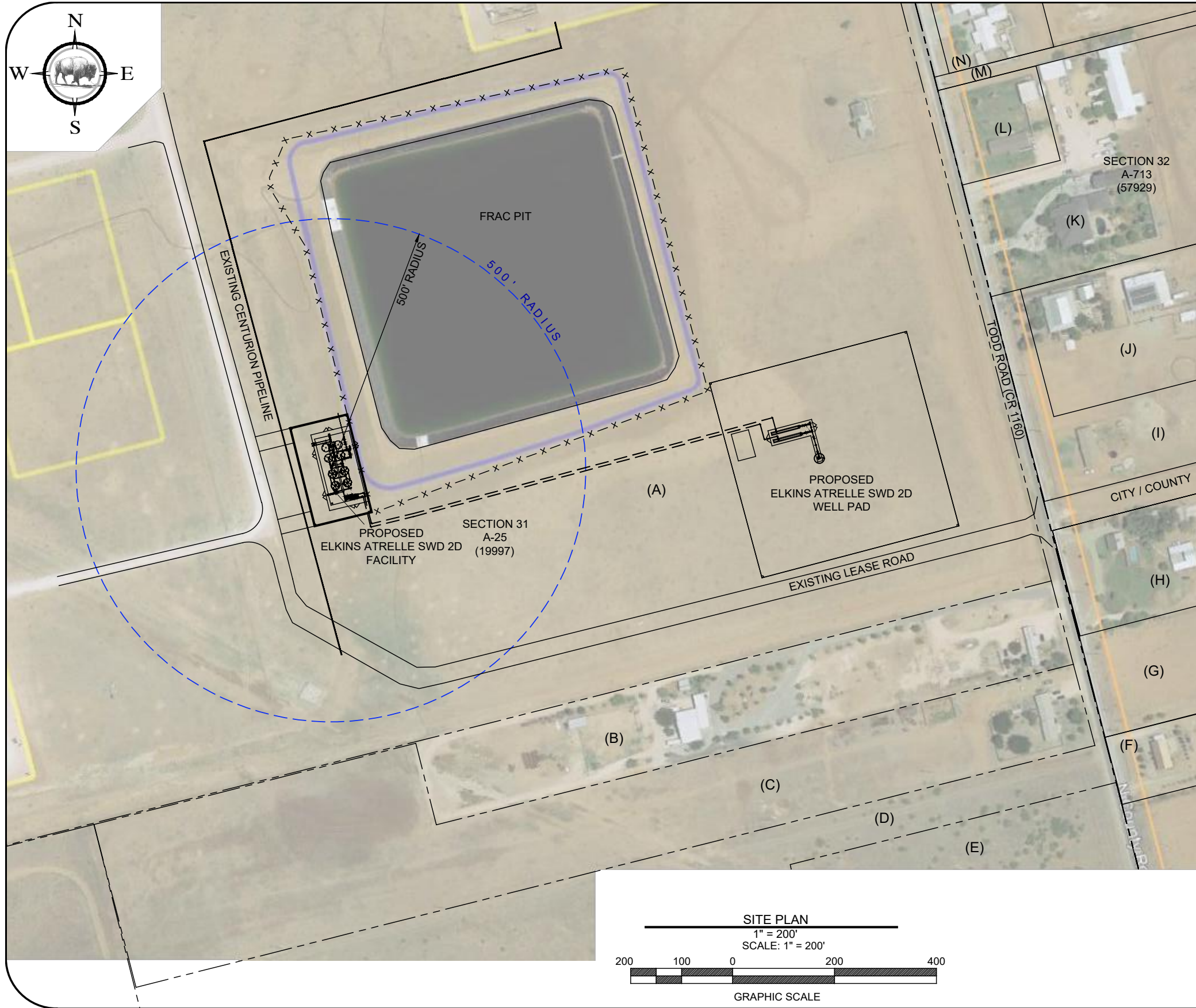
BISON CREEK
LAND SERVICES, LLC

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WWW.BISON-CREEK.COM

FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON, TEXAS 75103 PHONE: (903) 873 - 3600



JK

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SITE PLAN
ENVIRONMENTAL DISPOSAL SYSTEMS
ELKINS ATRELLE SWD 2D FACILITY PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 31, BLOCK 38, T-1-S, T & P RR
CO. SURVEY, ABSTRACT NO. 25, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 200'	DATE: 08/11/22
DRAWN BY: CR	
APPROVED: JPK	
FIELD CREW: JR	
PROJECT NO: 16-02490- ELKINS-ATRELLE SWD 2D FACILITY	

SHEET
1
OF 1

FIRM LICENSE NO. 10193880
BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON, TEXAS 75103 PHONE: (903) 873 - 3600

NON-COMMERCIAL SALT WATER DISPOSAL WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on September 27, 2022, considered the application of Endeavor Energy Resources, L.P. (“Operator”) dated August 15, 2022, to drill and use a non-commercial salt water disposal well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application, including the detailed plan contained therein, and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), to drill a non-commercial salt water disposal well as requested in Operator’s application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes. To the extent Midland City Code § 6-1-23(C) requires the issuance of an “oil and gas well permit” prior to the drilling of a non-commercial salt water disposal well, this permit shall be considered an oil and gas well permit; provided, however, that this permit shall not constitute a permit to drill an oil and gas well.

The location of Operator’s Elkins Atrelle SWD #1 non-commercial salt water disposal well shall be 2,013 feet from the south line and 405 feet from the east line, Section 31, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from September 27, 2022 through September 27, 2023, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only

means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued this permit does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR 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 CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER A NON-COMMERCIAL SALT WATER DISPOSAL WELL PERMIT OR AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No landscaping or irrigation is required because City water is not available.
2. Utilize storage tanks 30 feet in height to allow a reduced overall footprint.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of September 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____ day of September 2022.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow, Production Superintendent

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

September 27, 2022

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Robert Richards	10/21	Sept 30 2024	Sept 30 2027
James Linderman	04/22	Sept 30 2025	Sept 30 2028

Justine Ruff (Liaison)

Lori Blong (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)

(Membership - 7; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ty Coleman (daily operations)	09/17	Sept 30 2025	Does not expire??
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Robert "Robin" Donnelly (County)	11/13	Sept 30 2025	Sept 30 2025
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Ty Coleman (Liasion)

Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 2 Citizens

**BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF
ADJUSTMENTS & APPEALS**

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	<u>Appt Date</u>
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
VACANT (Black)	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz (Liaison)	06/18
Lori Blong (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Joey Hopkins	10/18	Sept 30 2022	Sept 30 2022
Alex Singh	10/18	Sept 30 2022	Sept 30 2022
Becky Wisdom	10/18	Sept 30 2022	Sept 30 2022
Brandon Ofield	09/20	Sept 30 2022	Sept 30 2024
Clint Williamson	04/21	Sept 30 2023	Sept 30 2025
Ellen K. Ramsey	10/18	Sept 30 2023	Sept 30 2023
Vicky Hailey	09/21	Sept 30 2023	Sept 30 2025
Amy Turner (Liaison)			
Lori Blong (Council Liaison)			

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, "Municipal Hotel Occupancy Taxes", 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Robert McNaughton	11/15	Dec 31 2024

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Chase Gardaphe	01/22	Jan 14 2025	Jan 14 2025
Barry Simpson	01/22	Jan 14 2025	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Brad Bullock	04/21	Jan 14 2024	Jan 14 2027
Lucy Sisniega	02/22	Jan 14 2025	Jan 14 2028

Amy Turner (Liaison)
Lori Blong (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)

(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Barry Beal Jr.	08/18	Sep 30 2024	Sep 30 2024
David Byrd	08/18	Sep 30 2023	Sep 30 2023
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2025

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Curt Kamradt	11/05*	Jan 1 2014	Jan 1 2014
Sharla Hotchkiss (Liaison)			

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)

Appointments Made by Mayor (LGC 392.031)

	<u>Appt Date</u>	<u>Term Expires</u>
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Latoya Mayberry	06/21	Oct 2023
Sylvester Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
E. J. Baldrige	10/18	Sept 30 2022	Sept 30 2024
Iris Foster	06/18*	Sept 30 2022	Sept 30 2024
Joseph Sanchez	12/19	Sept 30 2023	Sept 30 2025
Jack Ladd	07/20	Sept 30 2022	Sept 30 2026
Daniel Norwood	04/21	Sept 30 2023	Sept 30 2027
Brian Stubbs	06/22	Sept 30 2024	Sept 30 2028

Charles Harrington (Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2026
Cameron Willmann (Real Estate)	10/21	Sept 30 2024	Sept 30 2026

Ron Jenkins (Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024
VACANT (Schammel)	10/19	Sept 30 2022	Sept 30 2025

Cristina Odenburg-Burns (Liaison)

John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.**PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)**

(Decision Making)

(Membership - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Derek Cook (City)	06/21	June 2023
Ryan Peckham (City)	08/20	June 2024

PERSONNEL BOARD OF APPEALS

(Decision Making)

(Membership - 3; No designated terms. Mayor appoints.)

	<u>Appt. Date</u>
Scott Dufford	01/14
Hugh A. "Andy" Shaffer	09/05
Patrick Payton	01/20

Mark Widman (Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Karmen Bryant (Resigning)	02/19*	Sept 30 2022	Sept 30 2025
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027

ALTERNATES:

Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	09/21	Sept 30 2024	Sept 30 2027

Elizabeth Shaughnessy (Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.**ZONING BOARD OF ADJUSTMENT****AND****AIRPORT ZONING BOARD OF ADJUSTMENT**

(Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldrige	02/18	Sept 30 2023	Sept 30 2023
Robert Gray	01/21	Sept 30 2024	Sept 30 2026
James Gerety	04/21	Sept 30 2024	Sept 30 2026

ALTERNATES: (not applicable to Airport Zoning)

James Robert Franklin	Sept 30 2021
VACANCY	Sept 30 2020
VACANCY	Sept 30 2020
VACANCY	Sept 30 2020

Jeff Pinkstaff (Staff Liaison)

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory; Membership - 7: Terms - 2 Years Staggered)

September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joey Hopkins	Sept 30 2022	100%	3	3	No	
Alex Singh	Sept 30 2022	0%	0	3	No	
Becky Wisdom	Sept 30 2022	67%	2	3	No	
Brandon Ofield	Sept 30 2022	100%	3	3	Yes	Still interested in serving
Clint Williamson	Sept 30 2023	67%	2	3		
Ellen Ramsey	Sept 30 2023	100%	3	3		
Vicky Hailey	Sept 30 2023	100%	3	3		
APPLICANTS NAME	Additional Boards Applying to	NOTES				
Ankur Bhakta	P&Z					
Laura Watkins	P&Z					
Ryan Clink						
Rachel Overman						
Reggie Lawrence	APDB					
Wade McClendon	CDHMAB					
Amber Voithorer	P&R					
Cole Harrison	APDB					

AIRPORT PLANNING & DEVELOPMENT BOARD

(Advisory; Membership - 10: Terms - 3 Years Expiring 3-3-4)

Ex-Officio Members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Earl Erdman	Sept 30 2019	75%	9	12	Yes	
Vicki L. Hunt	Sept 30 2019	75%	9	12	No	
Scooter Brown	Sept 30 2019	33%	4	12	Yes	Interested in serving again
Ferrell Davis	Sept 30 2019	33%	4	12	Yes	
John Trischitti III	Sept 30 2020	50%	6	12		
Bill Dingus	Sept 30 2020	58%	7	12		
Wes Reeves	Sept 30 2020	42%	5	12		
Keith Valentine	Sept 30 2020	58%	7	12		
Armand "Chip" Smith	Sept 30 2021	42%	5	12		
Nick Hood	Sept 30 2021	67%	8	12		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
James Robert Franklin	Midland Spaceport Development Corp, Oil & Gas Advisory Committee, Parks & Recreation Commission, Planning & Zoning Commission, Zoning Board of Adjustment & Airport Zoning Board of Adjustment					
Emily Holeva						

BUILDING CODES REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership - 9; Terms - 6 Years)

September 2021 - August 2022

[illegible]

ANIMAL SERVICES ADVISORY COMMISSION
 (Decision Making; Membership - 6: Terms - 4 Years Expiring 4 odd and 2 even)
September 2021- August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Ty Coleman (Daily Operations)	Sept 30 2025	20%	1	5		New Animal Services Director
Dr. Laura Erickson Lee (Vet)	Sept 30 2022	100%	5	5	No	Beth Meeks Appointed 9/13/22 to replace Dr. Lee
Alyson Dial	Sept 30 2022	80%	4	5	Yes	
Dr. J. Annette Jensen (Vet)	Sept 30 2024	80%	4	5		
Tasha Sport	Sept 30 2024	100%	5	5		
Sharla Hotchkiss	Sept 30 2024	80%	4	5		
Robert Donnelly (County)	Sept 30 2025	60%	3	5		
APPLICANTS NAME	Additional Boards Applying to	NOTES				
Ross Schumann	P&Z					
Beth Meeks		Appointed to replace Dr. Lee on 9/13/22				
Lori VanHoozer						

AIRPORT PLANNING & DEVELOPMENT BOARD
(Advisory; Membership - 10: Terms - 3 Years Expiring 3-3-4)
Ex-Officio Members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Scooter Brown	Sept 30 2022	100%	6	6	No	
Wes Reeves	Sept 30 2023	83%	5	6		
Justin Kuethe	Sept 30 2022	83%	5	6	Yes	Still interested in serving
Nick McClure	Sept 30 2022	100%	6	6	Yes	Still interested in serving
Gena Linebarger	Sept 30 2023	83%	5	6		
James Linderman	Sept 30 2025	100%	1	1		Appointed April 2022
Benjamin Fietz	Sept 30 2023	67%	4	6		
Beverly Dillow	Sept 30 2024	67%	4	6		
Dave Joyner	Sept 30 2024	67%	4	6		
Robert Richards	Sept 30 2024	33%	2	6		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Ryan Buck	O&G					
Frank Kisner						
Reggie Lawrence	CDHMAB					
Brandon Patterson						
Nathan Schaub						
Adam James						
Robert Gray						

Eric Westphal

Brennan Berry

Wade McClendon

Cole Harrison

P&Z

CDHMAB & O&G

CHHMAB

n of 40% must be representative of real estate, developemtn, or building industries who are not employees or officials of as political subdivision or governer

September 2021 - August 2022

September 27, 2022

MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Chase Gardaphe	Jan 14 2025	82%	9	11		
Berry Simpson	Jan 14 2025	100%	11	11		
Stephen Lowery	Jan 14 2023	91%	10	11		
P Lourcey Sams	Jan 14 2023	100%	11	11		
Jill Pennington	Jan 14 2023	55%	6	11		
Brad Bullock	Jan 14 2024	64%	7	11		
Lucy Sisniega	Jan 14 2025	80%	4	5		Appointed February 2022
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Dante Perez	O&G					
Sallie Vega	P&Z					

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Barry Beal Jr.	Sept 30 2024	50%	3	6	Yes	
David Byrd	Sept 30 2023	100%	6	6	No	
Sharla Hotchkiss	Sept 30 2025	100%	6	6	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

MIDLAND HOUSING AUTHORITY COMMISSION
(Advisory; Membership - 5: Terms - 2 Years Expiring 2-3)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Wes Gotcher	Oct 30 2022	67%	4	6		Still interested in serving
Robert Lehrer	Oct 30 2022	83%	5	6		Still interested in serving
Latoya Mayberry	Oct 30 2023	83%	5	6		
Sylvester Cantu	Oct 30 2023	100%	6	6		
Cheryl Wadley	Oct 30 2023	100%	6	6		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Sheena Green						
Robert (Bob) Bintliff	CIAC & O&G					

OIL AND GAS ADVISORY COMMITTEE

(Advisory; Membership - 5: Terms - 3 Years Expiring 2-2-1)

2 Real Property Developer, Real Estate Sales, or Developer; 3 Lic. Petroleum Engineer, Engineer w/ Bachelor, or Geologist

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Scott Bowden (Real Estate)	Sept 30 2022	100%	10	10	Yes	Still Interested In Serving
Ross Klabon (Petro. Eng.)	Sept 30 2022	80%	8	10	Yes	Still Interested In Serving
Court Adkins (Petro. Eng.)	Sept 30 2023	60%	6	10		Temp. out of town working
Rhett Bullock (Petr En)	Sept 30 2024	80%	8	10		Appointed December 2021
Cameron Willmann (Real Estate)	Sept 30 2024	70%	7	10		Appointed December 2021
Applicants Name	Additional Boards Applying to	Notes				
Camille Killian	P&Z					
Dante Perez	MDC					
Ryan Buck	APDB					
Layton Hargesheimer						
Robert "Bob" Bintliff	CIAC & MHAC					
Wade McClendon	APDB & CDHMAB					
Don "Woody" Woodward	MOUTDB & P&R					

PLANNING AND ZONING COMMISSION
(Advisory; Membership - 7: Terms - 3 Years)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Chase Gardaphe	Sept 30 2022	77%	17	22	No	
Karmen Bryant	Sept 30 2022	64%	14	22		Resigning
Diane Williams	Sept 30 2023	100%	22	22		
Lucy Sisniega	Sept 30 2023	100%	22	22		
Stacey Jo Grosse	Sept 30 2023	64%	14	22		
Zachary Deck	Sept 30 2023	91%	20	22		
Adrian Carrasco	Sept 30 2024	82%	18	22		
ALTERNATES:						
Emily Holeva	Sept 30 2023	86%	19	22		
Beverly Dillow	Sept 30 2024	41%	9	22		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Camille Killian	O&G					
Ross Schumann	ASAC					
Ankur Bhakta	CDHMAB					
Lidia Rodriguez						
Laura Watkins						
Melanie Robertson						
Adam Cunyus						
Sallie Vega	MDC					

Steven Villela
Joshua Sparks
Raymond "Skeet" Doss
Abraham Bejil
Brennan Berry

APDB

PACKET

29.21

September 27, 2022

PARKS AND RECREATION COMMISSION
(Advisory; Membership - 9: Terms - 3 Years Expiring 3-3-3)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Connie Ferguson	Sept 30 2022	100%	6	6	No	
Stephanie Martin	Sept 30 2022	83%	5	6	No	
Laura Smith	Sept 30 2022	100%	6	6	Yes	Still interested in serving
VACANT (Schammel)	Sept 30 2022	67%	4	6		
Susannah Prucka	Sept 30 2023	67%	4	6		
Lynn Rogers	Sept 30 2023	33%	2	6		
Dal Watson	Sept 30 2023	67%	4	6		
Ron Stroman	Sept 30 2023	100%	6	6		
Shirley Howard	Sept 30 2024	50%	3	6		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Don "Woody" Woodward	MOUTDB & O&G					
Amber Voithorer	CDHMAB					

PERSONNEL BOARD OF APPEALS
(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Scott Dufford		100%	0	0	Yes	
Patrick Payton		100%	0	0	Yes	
Hugh A. "Andy" Shaffer		100%	0	0	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PERMIACARE)
(Decision Making; Membership - 2 (City); Terms - 2 Years)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Ryan Peckham (City)	June 30 2024	75%	6	8	Yes	
Derek Cook (City)	June 30 2023	63%	5	8	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Reed Claybrook	Sept 30 2021	100%	2	2		
Derek Whiting	Sept 30 2023	50%	1	2		
E.J. Baldrige	Sept 30 2023	100%	2	2		
Robert Gray	Sept 30 2024	50%	1	2		
James Gerety	Sept 30 2024	0%	0	2		
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021		0	1		
VACANCY						
VACANCY						
VACANCY						
Applicants Name	Additional Boards Applying to	NOTES				



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Ankur Bhakta
Address: 2708 Homeland Dr.
Midland TX 79707
(City) (State) (Zip)

Date: 8/9/2022
Phone: 432-352-6096 (Home)
432-699-0989 (Business)
Email: ankur@insigniamgmt.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 **years.**

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Hotelier(hotel real estate, etc.)

Professional and/or Community Activities:

member of Midland rotary North club. I'm heavily involved in kids sporting activities in town. travel ball etc.

What is your personal vision for the City?

sustainable growth while improving areas that need to be addressed.

Please specify any time constraints you may have.

evening hours are tough due to kids activities, but with notice can make anything work

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

citizens development and hotel/motel advisory board and planning zoning commission

Please tell us why you are interested in serving on this board or commission.

Obviously I'm in the hotel business in the Permian basin and think I can be a fair voice for both sides of an issue. I also work within c

What contribution would you most like to make?

To be a fair voice the can promote our city in an affective manner growing stability.

Additional pertinent information or references:

(2) Name of Board/Commission:

Citizens Development and hotel/motel advisory board

planning and zoning commission

What contribution would you most like to make?

I would most like to be a voice that could be beneficial to the city for the city to grow affectively while holding on to it's roots.

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:

Name: Brennan Berry

Address: 1503 Harvard Ave.

Midland TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 7 years.

Professional and/or Community Activities:

Currently working as the Chief Operating Officer for ERP Funds, a Midland-based real estate investment fund that focuses on commercial real estate investments in the Permian Basin (operating over 2.5 million SF as of 2022). I graduated from Leadership Midland in 2018 and currently serve on the Board of Governors for the Midland Community Theater in addition to the DMMD board.

What is your personal vision for the City?

Quality of life in Midland has always been something of interest to me and an area that I would like to pursue with local government. Midland has come a long way in the 7 years that I've lived here however I think we are just at the beginning of really changing the city for the better and through further leadership, I'm confident we can achieve great results.

Please specify any time constraints you may have.

Available to meet most weekdays, either during business hour or after hours. I am generally pretty flexible in regards to timing.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I have had a lifelong interest in aviation and previously worked in the travel industry at Four Seasons Hotels and Resorts. Since moving to Midland in 2015, I have pursued my private pilot's license and will soon be working on my instrument rating.

Date: 9/2/2022

Phone: (646) 460-4778 (Home)

(432) 242-8850 (Business)

Email: bberry@erpfunds.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Real Estate Investment

What contribution would you most like to make?

As a frequent user of both Midland International Airport and Midland Airport, I'd like to see these assets optimized and provide guidance wherever possible.

Additional pertinent information or references:

Scooter Brown (fellow partner at ERP Funds)

(2) Name of Board/Commission:

Planning and Zoning Commission

What contribution would you most like to make?

Help with thoughtful development in Midland that provides the best outcome for the community at large.

Additional pertinent information or references:

As someone who works in commercial real estate, I believe I can share insights that would hopefully be unique and relevant, and to use my expertise in the field when providing recommendations to City Council.

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:

Name: Abraham Bejil

Address: 5202 Hilltop DR.

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 years.

Professional and/or Community Activities:

Currently on the board of directors for Texas Association of Healthcare Facilities Management and represent the west Texas Region.

I work with local charities such as the Permian Basin Alzheimer's Association and Rope Youth to raise awareness and funds for their i

A servant leader for Stonegate Kids for 4/5th grade boys including serving in summer camps.

What is your personal vision for the City?

To be a diverse and accepting city for new businesses and homeowners and a city to raise a family and provide opportunities

for each generation to come.

Please specify any time constraints you may have.

I work M-F 8-5 but have a very flexible schedule within those times.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning

Please tell us why you are interested in serving on this board or commission.

As a VP of Facilities for Midland Memorial, I work closely with the city and I feel I would bring insight and experience to this board.

Date: 07/26/2022

Phone: 432-288-7667 (Home)

432-221-1644 (Business)

Email: abraham.bejil@midlandhealth.org

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Vice President of Facility Services for Midland Memc

What contribution would you most like to make?

A board member for this commission.

Additional pertinent information or references:

Cory Edmonson, CEO and President of Petersen Health 432-559-4490

Stephen Bowerman, President/COO of Midland Memorial Hospital 432-221-4877

Lucy Sisniega-Hoyas 956-227-4500

(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

Abraham Bejil

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](#)

Production Engineering Supervisor | Proven Leader

Accomplished and self-motivated Production Engineering Supervisor with a specialization in the Permian Basin. In 2013, I graduated from the University of Oklahoma with Petroleum Engineering and MBA degrees (3.5 GPA). I am a proven leader with a track record of top-tier performance, specifically in production optimization, LOE-reduction, and emissions control. Daily, I strive to grow personally and add value to my company. I am an efficiency-minded leader driven by optimizing productivity and relationships.

My competitive advantage: first-rate communication skills paired with a commitment to excellence.

Employment

Pioneer Natural Resources

Midland, TX and Las Colinas, TX

September 2013 – Present

Production Engineering Supervisor – Permian Basin (5 Years)

- Managed a high-performing team of production engineers responsible for all production, workover, and facility operations of the 1,500 rod pump vertical wells and 150 horizontal wells. Developed strong field relationships.
- High-level thinker and leader. Led several production-focused initiatives resulting in 2000+ bopd increase.
- LOE, OPEX, and CAPEX lead. Responsible for creation, tracking, and reconciliation of all budgets. Refined Pioneer's coding practices to ensure quality reporting. Led accrual process. Mentored others to raise awareness and understanding.
- Managed Pioneer's entire \$55MM ARO program, running 16 rigs, and plugging 600 wells in 2021. On pace for 650 in 2022.
- Acted as mentor to team. Organized 50+ trainings on a variety of topics. Scheduled dozens of gatherings and roundtables.
- Direct focus on emissions control. Led all areas with largest reduction in venting and flaring locations.
- Leader of the Proactive HSE training group. Trained all of Pioneer on how to properly conduct a safety observation.
- Directly led efforts to optimize leaseholding positions. Constant collaboration with land, legal, reservoir, and field operations. Developed in-depth understanding of lease intricacies.
- Acted as the production engineering point-of-contact for land trades. Ensured successful transactions.

Horizontal Production Engineer – Permian Basin (2 Years)

- Handled all production, workover, and facility operations in the XBC Giddings Estate lease. I operated all 111 horizontal producing wells and 6 SWD's in the most cost-effective manner. Developed gas lift, rod pump, and ESP proficiency.
- In-depth SWD tubing study. Developed recommendation and communicated effectively. Cut failure rate in half.
- Converted five high-failure rod pump wells to gas lift, resulting in a \$3.9MM NPV uplift.
- Identified weakness in the current choke design. Upgraded to more resilient design at no additional cost.
- Facilitated quarterly well reviews. Developed proficiency in well optimization and production uplift.
- Wrote Pioneer's standard rod pump workover procedure and standard tubing/coiled tubing lateral cleanout procedures.

Reservoir Engineer – Eagle Ford (1 Year)

- Forecasted reserves, monitored performance, and provided economics for a large portion of Eagle Ford acreage.
- Analyze and provided technical recommendation regarding refracs and offset frac hits.
- Worked in tandem with geologists to obtain a better grasp of the trends and performance drivers in the Eagle Ford shale.

Drilling Engineer – Permian Basin (1 Year)

- Developed drilling engineering skillset and learned how to manage a rig and crew. Acted as night company man.
- Attended a variety of classes and tours to bolster my drilling understanding.

Pioneer Natural Resources

Las Colinas, TX

Summer of 2012

Petroleum Engineering Intern

- Created new, more accurate and reliable set of Eagle Ford type curves. Helped expand possible parameters available.
- Side projects: study of molar basis equivalents using PVT data and determining analog wells for each area using PI.

PACKET

29.32

September 27, 2022

Website: rbuck89.wixsite.com/ryanbuck

Aresco, LP
Petroleum Engineering Intern

Plano, TX

Summers of 2010 and 2011

- Returned to same company for consecutive summers. Assisted both the Petroleum Engineer and Executive Director with all daily operations. Responsibilities ranged from production reporting to refining legal lease agreements.

Additional Accomplishments and Skills

Licenses: Professional Engineer in Petroleum Engineering (PE 142934) and Security Industries Essentials (SIE) certification.

Involvement: SWOTT board member, 2016-17 President of Toastmasters at Pioneer (member for three years), algebra tutor at local Midland Lee High School, Habitat for Humanity, Society of Petroleum Engineers, and Young Professionals in Energy.

Skills: leadership, project management, collaboration, motivation, problem solving, public speaking, and time management.

Education

Petroleum Engineering at the Mewbourne College of Earth and Energy, University of Oklahoma, May 2013. GPA: 3.4.

Masters of Business Administration (MBA) at the Michael F. Price College of Business, University of Oklahoma, May 2013. GPA: 3.6.

Relevant Coursework

Leadership: several in-house Pioneer leadership courses and 17+ leadership-focused books.

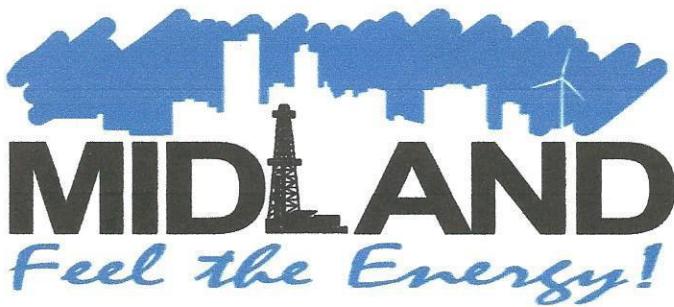
Production: Petroskills Oil Production and Processing Facilities (PF-4 with Mahmood Moshfeghi), Petroskills Production Operations (PO1), Flowco Gas Lift Design School, and numerous Production-Focused Well Controls.

Reservoir: Petroskills Reservoir Management for Unconventional Reservoirs (RMUR with Jack Jones) and Petroskills Basic Reservoir Engineering (BR).

Drilling/Completions: Murchison Drilling School (top placement in class), NSI Technologies Hydraulic Fracturing (Carl Montgomery), Baroid Mud School, and Drilling-Focused Well Control.

Systems and Programs

Proficiencies: Spotfire, Power BI, Aries, WellView, and Microsoft Office.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Robert (Bob) Bintliff

Address: 4502 Parkhurst Drive

Midland Texas 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁹ years.

Professional and/or Community Activities:

Texas Society of CPAs, Centers for Children and Families (Board Member, Treasurer, Board Chair), Rotary Club (Past President)

Date: 3/11/2022

Phone: (Home)

817-301-8677 (Business)

Email: Bob@BobBintliff.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: CPA and Real Estate Manager

What is your personal vision for the City?

Well managed growth to support the burgeoning oil and gas industry

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Capital Improvement Advisory Committee on the Oil and Gas Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I would like to contribute my experiences as a CPA and a residential real estate manager to the betterment of Midland.

What contribution would you most like to make?

Contribute my skills as a CPA and former community volunteer. ,

Additional pertinent information or references:

I am the Former CFO of a \$200 million private equity backed oil and gas exploration company based in Midland.

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

Contribute my knowledge of the housing market in Midland.

Additional pertinent information or references:

I am the owner of Professional Property Management Inc. which manages approx. 100 rent houses in 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

Robert Antliff

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Robert CRILES

Address: 606 BROADWAY ST
MIDLAND TX 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 65 years.

Professional and/or Community Activities:

WORKS WITH BBBS, HAVE WORKED FOR MEALS ON WHEELS.

What is your personal vision for the City?

SLOW THE GROWTH LET THE CITY CATCH UP WITH HOUSING AND ROADS

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

E 2 RIDER BOARD I WAS INVITED DURING THE
AUGUST BOARD MEETING

Please tell us why you are interested in serving on this board or commission.

TO HELP MAKE IT MORE EFFICIENT.

Date: 9-1-2022

Phone: 432-770-2177 (Home)
_____(Business)

Email: 901FER1958@YAHOO.COM

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: RETIRED

What contribution would you most like to make?

up Riders Numbers, Bring Down Cost.

Additional pertinent information or references:

(2) Name of Board/Commission:

EZ. Rider

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Ryan Buck

Address: 6100 Frio Drive

Midland TX 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁵ years.

Professional and/or Community Activities:

Southwest Ollmans Tennis Tournament Board Member. Previous President and Board Member of Toastmasters

Tutored algebra at Midland Legacy High School. Active participant in Habitat for Humanity numerous years.

Active member in SPE and YPE

What is your personal vision for the City?

Continued development to support a robust economy. Need to have the ability to support increased business needs, but also attract future families. The increased growth should be balanced by a vision to develop a sustainable economy that can thrive in low commodity prices and inevitably flourish beyond oil and gas.

Please specify any time constraints you may have.

Fairly busy work schedule (7am - 5pm weekdays), but will prioritize these meetings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil and Gas Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I am fully committed to Midland and want to do everything I can do enhance the community. I see these two committees as having the ability to materially impact Midland's economy.

Date: 8/18/2022
Phone: 972-689-9056 (Home)
(Business)
Email: Ryan.Buck@pxd.com

Are you a graduate of Midland 101? ☐ yes ☒ no
Occupation: Production Engineering Supervisor; Pioneer

What contribution would you most like to make?

I am interested in leveraging my network to better the Midland community. I am also a registered Professional Engineer (PE 142934) in Petroleum Engineering, as well as an MBA, so hoping to provide both technical and business perspectives.

Additional pertinent information or references:

(2) Name of Board/Commission:

Airport Planning and Development Board

Oil and Gas Advisory Commission

What contribution would you most like to make?

I am interested in leveraging my network to better the Midland community. I am also a registered Professional Engineer (PE 142934) in Petroleum Engineering, as well as an MBA, so hoping to provide both technical and business perspectives.

Additional pertinent information or references:

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Signature of Applicant

Buck, Ryan

Digitally signed by Buck, Ryan
DN: cn=Buck, Ryan ou=Domestic Exploration e=Ryan.Buck@pxd.com
Reason: I am the author of this document
Location:
Date: 2022-08-18 10:54:05:00

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Ryan Clink

Address: 401 Tradewinds Boulevard
Midland TX 79706
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 3 years.

Professional and/or Community Activities:

I've been a member with the Midland Chamber of Commerce, Visit Midland, and the Hispano Chamber of Midland since 2019.

I have done volunteer work with the soup kitchen, meals on wheels and I also volunteer my time helping coach youth sports.

What is your personal vision for the City?

Personally, I love seeing some of the progress that the city is making in revamping the downtown area. I would like to see this continue and go even further. I also feel like there needs to be some additional funding to help make Midland more of a tourist destination instead of letting that money go to some of the other big cities in TX. Also, I feel like education must be a priority.

Please specify any time constraints you may have.

No time constraints at this 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:

Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

I represent four different hotels in Midland and we have a minimum of two more in the pipeline at this time. I also have other hotels throughout the Permian Basin including another five hotels specifically in Odessa.

Date: 8/15/2022

Phone: 575-942-3549 (Home)
432-699-0989 (Business)

Email: ryan@insigniamgmt.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: VP of Business Development

What contribution would you most like to make?

With having a good amount of the hotel room supply in Midland and being involved in the hospitality industry for the past 10 years I feel as though I bring a good amount knowledge and insight to this board. I know what the hoteliers are needing but also bring an open minded approach and can see things from many different lenses.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Ryan Clink

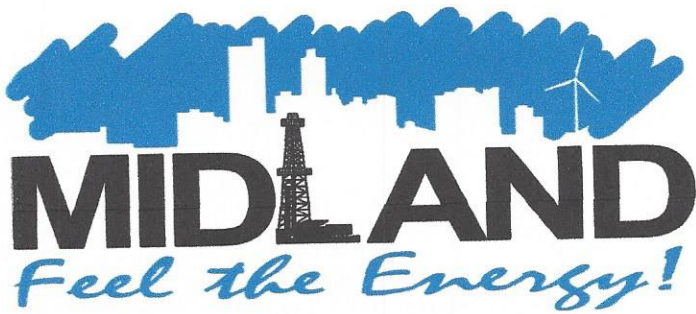
Digitally signed by Ryan Clink
Date: 2022.08.15 14:19:04 -05'00'

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City Secretary's Office
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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Adam Wnyus
Address: 1608 Seaboard Ave
Midland TX 79705
(City) (State) (Zip)

Date: 8/17/22
Phone: 432 288 3903 (Home)
____ (Business)

Email: adam@dahliacompanies.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 12 years.

Professional and/or Community Activities:

SPE, AADE, MCC committees

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: _____

What is your personal vision for the City?

I would like to see Midland continue to grow & develop to be the premier city of our region. Additionally I'd like to see us continue to diversify our offerings to attract ~~businesses~~ businesses and people outside of the O&G industry
Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

P&Z

Please tell us why you are interested in serving on this board or commission.

I own a real estate development company so I feel like I can offer a unique perspective.

What contribution would you most like to make?

Help with the vision of expanding the city west and north

Additional pertinent information or references:

Chase Gardaphe
Lucy Sisñega

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Robert Gary Gray
Address: 4309 Greenville Dr.
Midland TX 79707
(City) (State) (Zip)

Date: _____
Phone: 4323527552 (Home)
4322215103 (Business)
Email: garygray@me.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 25 years.

(I did graduate from Leadership Midland in the 1990s,
Are you a graduate of Midland 101? ☐ yes ☒ no
Occupation: Business owner / Physical Therapist

Professional and/or Community Activities:

Teen Flow Board of Directors (current), Midland Children's Rehab Center, Medical Advisory Board (current).

Green Tree Country Club Board of Governors (current) and past President, American Cancer Society (previous).

Texas Board of Physical Therapy Examiners (2006-2019, 6 years as Chair), radio broadcaster for MISD varsity football (current)

What is your personal vision for the City?

A thriving City that is attractive to businesses, entrepreneurs, and families. To attain such we must improve all aspects of our environment and community including housing, schools, recreation and certainly the airport and all it involves.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I find myself traveling 30-40 times per year from MAF and feel that my input from a traveler/user perspective would have value.

What contribution would you most like to make?

Participation in prudent decision making that benefits all users, employees, contractors and tenants of the Midland airport.

Additional pertinent information or references:

Reference - Mayor Patrick Payton

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: RAYMOND C (Skeet) DOSS

Address: 5451 JUNIPER CT
MIDLAND, TX 79707

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 49 years.

Professional and/or Community Activities:

I HAVE SERVED ON THE P&Z COMMISSION PREVIOUSLY. I HAVE HEADED UP THE
PERMIAN BASIN BOARD OF REALTORS IN EVERY CAPACITY. I HAVE SERVED AS THE
CHAIR OF THE TEXAS ASSN OF REALTORS PAC AND HAVE SERVED ON MANY COMMITTEES
AND TASK FORCES WITH TEXAS REALTORS & NATIONAL ASSN OF REALTORS
What is your personal vision for the City?

TO EXPAND IN A LOGICAL, AFFORDABLE MANNER THAT WILL BENEFIT
ALL CITIZENS AND REFLECT ORDERLY GROWTH.

Please specify any time constraints you may have.

NONE KNOWN

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

PLANNING & ZONING

Please tell us why you are interested in serving on this board or commission.

I PREVIOUSLY SERVED ON THIS COMMISSION AND ENJOYED IT GREATLY.

What contribution would you most like to make?

MY CONTRIBUTION WOULD BE AS A REAL ESTATE PROFESSIONAL WHO
HAS BEEN BUYING AND SELLING MIDLAND FOR 40 YEARS. I HAVE
MUCH KNOWLEDGE

Additional pertinent information or references:

WES PERRY, JERRY HORALES, PATRICK PAYTON, CAMERON WALKER,
CHUCK HARRINGTON

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Raymond C. (Steve) Don

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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Sheena R. Green

Address: 2411 Haynes Dr

Midland TX 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 29 **years.**

Professional and/or Community Activities:

Development Director at Casa de Amigos of Midland, I currently serve the community of Midland TX through my role at Casa de Amigos.
My position allows me to build strong community relationships and collaborate with other nonprofits.

What is your personal vision for the City?

My vision for the City of Midland, TX is to help improve the overall well-being of all residents. Education plays a large role in the success and stability of personal growth and self-awareness. My vision is to help guide Midland residents to the resources that Midland has to offer.
I would like to be a part of Midland's continual growth and resources in my community.

Please specify any time constraints you may have.

I work full-time Monday-Friday 9am-5pm but my lunch hour is open, and weekends.

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'm interested in the Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

My knowledge of Midland and its resources makes me an ideal candidate for the Housing commission. Previous employment opportunities and maturation introduced me to the importance of reliable, safe housing for everyone.

Date: April 7, 2022

Phone: 432-210-8823 **(Home)**

432-682-9701 **(Business)**

Email: sgreen1182@gmail.com

Are you a graduate of Midland 101? ☒ **yes** ☐ **no**

Occupation: Development Director

What contribution would you most like to make?

I'm at an age in my life that I'm realizing more and more how important a community is, I would like to be a voice for those who don't r
they have a voice. An advocate for people in the Midland community who don't understand the resources and support that our commi
has to offer to its citizens.

Additional pertinent information or references:

I've made wonderful connections working in the nonprofit sector over the last 10 plus years. Mrs. Michelle Evans- United Way Midland
Mrs. Tonya Eckert- Casa de Amigos Midland, Mrs. Sherly Howard- Negro Professional Business Women and so many more.

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

A voice for those in need. I'm familiar with all sides of town in Midland County and I know my open-arm policy would be beneficial to M
residences.

Additional pertinent information or references:

I was the Regional Director/Membership Manager at GSDSW, Girl Scouts of the Desert Southwest for 5yrs. During that time I was ab
Make some great connections and friends. Mrs. Geriann Green - lifetime Girl Scout, Mrs. Laurie Johnson- NMC, and so many more.

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

Sheena R Green

Digitally signed by Sheena R Green
Date: 2021.06.02 10:26:55 -05'00'

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

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**APPLICATION FOR CITY OF MIDLAND
BOARDS/COMMISSIONS/COMMITTEES**

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PLEASE TYPE OR PRINT CLEARLY:

Name: Layton Hargesheimer
Address: 2802 Lockheed Dr
Midland TX 79701
(City) (State) (Zip)

Date: 8/18/2022
Phone: 432-413-7920 (Home)
432-687-3700 (Business)
Email: LaytonH@hannathon.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ²⁵ years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Petroleum Engineer

Professional and/or Community Activities:

Active Volunteer and Member of Redeemer Church of Midland

Member of the Society of Petroleum Engineers

What is your personal vision for the City?

My vision is to ensure that the city of Midland maintains the unique and valuable community it currently has while we continue to lead and grow.

Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee (Petroleum Engineer)

Please tell us why you are interested in serving on this board or commission.

I am interested in this board to make certain Midland's resources are developed adequately while making our city and community first priority. The Oil and Gas industry has been a passion and area I have been around my entire life.

What contribution would you most like to make?

To serve the city of Midland by offering my oil and gas experience. I will commit to the citizens of Midland to serve in the best interest of our city with diligence and integrity

Bachelor of Science in Petroleum Engineering from the University of Oklahoma

Additional pertinent information or references:

Dan Hord III , 432-253-7805 , danhord@hedlocinv.com

Justin Kuethe , 432-238-1456, justink@hannathon.com

Randy Prude , 432-685-1980 , rprude@mccounty.com

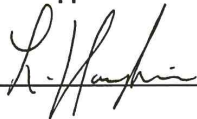
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Cole Harrison

Address: 2821 Goddard PL

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 5.5 years.

Professional and/or Community Activities:

Chair - Midland chapter of Stewards of the Wild (Texas Parks & Wildlife Foundation), Chair - Liberty Leadership Council (TPPF)

Board of Directors - Midland Chamber of Commerce and Leadership Midland 2022 graduate

What is your personal vision for the City?

Midland is a wonderful area with some of the very best folks in the country. I believe that we must have good, honest people involved
in public service that have to make both routine and difficult decisions that are in the best interest of our community to keep us
moving in the right direction as our population grows and needs change.

Please specify any time constraints you may have.

My schedule is very flexible.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning & Development Board

Please tell us why you are interested in serving on this board or commission.

I am a frequent flyer through the Midland Int. Air & Spaceport and can offer relevant feedback to continue to make our airport the best
in the area as well as strategize for future plans as traffic increases and business travel demand rises.

Date: 9/15/2022
Phone: 979-549-8724 (Home)
(Business)
Email: cole.harrison49@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Oil & Gas Producer

What contribution would you most like to make?

I would like to make sure that our airport can handle ever increasing passenger needs and personnel shortages. I have often seen the negative impact and delays as a result of not having enough employees. I would also like to have an input on if & when the board has a say in the departure destinations and times.

Additional pertinent information or references:

(2) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

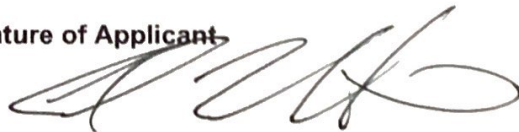
What contribution would you most like to make?

I would like to help evaluate where the HOT distribution can bring the most value for our community and put heads in beds to grow our tax revenue collections and bring visitors to our city.

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Camille Killian

Address: 810 Trinidad Place

Midland TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ¹ years.

Professional and/or Community Activities:

ROPE Youth Board Member (Midland, TX), Church of Jesus Christ of Latter-Day Saints, Society of Petroleum Engineers,

Womens Energy Network (Permian Basin Chapter), former Genesis Domestic Violence Shelter Outreach Lead (Dallas, TX)

Date: 8/31/2022

Phone: 801-682-0009 (Home)

469-506-4148 (Business)

Email: camille.killian@pxd.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Operations Superintendent and Chemical Engineer

What is your personal vision for the City?

Midland is a growing, thriving city! I've been working in Midland for years but recently purchased a home and moved here full-time.

I see Midland as the energy capital of America. We have a wealth of resources and a huge amount of growth here, I want to support that growth while accommodating current residents' concerns and perspectives, to ensure growth is achieved sustainably.

Please specify any time constraints you may have.

With advance notice, I should have no issues attending meetings. Generally my evenings are free; during the work day I will need to coordinate ahead of 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:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

As a Midland resident, I am personally invested in ensuring that we allow for growth and development of our real estate and sub-surface oil and gas resources in a safe, environmentally compliant, sustainable way. My husband works in real estate development,

and I work in oil, so I have a balanced perspective and vested interest in both real estate and oil & gas growth.

What contribution would you most like to make?

As residential developments continue to expand, I would like to build a sustainable process to assess the risks posed by existing wells and tank batteries when planning nearby construction. If we can bring in oil & gas operators early in this process, we could incentivize operators to plug and abandon low-producing vertical wells, and also standardize spacing / safety recommendations.

Additional pertinent information or references:

From an oil & gas operator perspective, in a few recent cases we have not been aware that homes were being built near existing wells and/or tank batteries until after construction was started. If we had been made aware sooner, we might have been able to come to better compromise solutions and/or accelerate plans to plug and abandon the wells in question.

(2) Name of Board/Commission:

Oil and Gas Advisory Committee

What contribution would you most like to make?

I would like to assist in standardizing recommendations for safety equipment and construction spacing for wells / tank batteries near homes or other real estate developments (or in areas where future residential growth is likely).

Additional pertinent information or references:

S.B. Chemical Engineering, 2013 (Massachusetts Institute of Technology)

S.M. Chemical Engineering, 2014 (Massachusetts Institute of Technology)

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

Camille Killian

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**

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[Print Application](#)



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Frank J. Kisner

Address: 2017 Brentwood Dr

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ³ years.

Professional and/or Community Activities:

Member, St. Ann's Catholic Church

Life Member Air Commando Association

Life Member, VFW, at-large

What is your personal vision for the City?

Midland must continue to embrace and excel in its role as the preeminent center of fossil fuel production for Texas and America, while looking to become a premier site for space industry innovation and excellence, space launch and recovery, and a catalyst for space collaboration. As the loved city of my wife's birth and high school graduation, we want the Tall City to continue to be superior!

Please specify any time constraints you may have.

None except out-of-state family commitments in October 2022, and the occasional out-of-state hunting trip.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

Only 111 years after the Wright Brothers flight and 45 years after Americans set foot on the Moon, Midland received certification from the FAA as an Int'l Air and Space port--recent civilian space flights show the wisdom of that action--I want to be part of the next great

Date: 7/21/2022

Phone: 808-494-8101 (Home)

(Business)

Email: fjkisner@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: retired, 33 years USAF

leap when Midland serves as a focal point for greater civilian space activity, while continuing to serve as an outstanding int'l airport.

What contribution would you most like to make?

Challenging Midland to look to the future to embrace the "art of the possible" and best lay the groundwork now upon which we will ensure we are well-postured to seamlessly embrace new space industry, and increased air and space flight activity.

Focus on security of current infrastructure, while also laying the foundation sensitive space industries will find ideal for their needs.

Additional pertinent information or references:

As a Wing Commander with USAF special operations at Hurlburt Field, FL, and then in Air Mobility Command at Pope AFB, NC, I had overall responsibility for airfield operations at two CONUS sites, and established Forward Bases at multiple overseas locations, so I have familiarity with many of the challenges and security concerns that must be overcome to ensure successful airfield ops.

(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

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PO Box 1152
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Frank Kisner graduated from the United States Air Force Academy in 1980 and spent the majority of his Air Force career in Air Force and Joint Special Operations units. He commanded the 7th Special Operations Squadron, 16th Special Operations Group, 16th Special Operations Wing, 43rd Airlift Wing, Special Operations Command Europe (SOCEUR), and the NATO Special Operations Headquarters (NSHQ). He held staff assignments at Headquarters U.S. Air Force, Joint Special Operations Command, Headquarters Pacific Air Forces, Headquarters U.S. Pacific Command, and Headquarters U.S. Special Operations Command.

He is a graduate of Squadron Officer School, Air Command and Staff College, Army Command and General Staff College (Residence), Air War College, and Naval War College (Residence). He was awarded an MS in administration from Central Michigan University, and a MA in national security and strategic studies, from the Naval War College.

After retirement in 2013 he established Collaborative Transforming LLC, providing leadership mentoring and national security perspectives. Additionally, he has served on the Board of a non-profit organization, lectured on military operations and national strategic perspectives, and consulted extensively on adapting Virtual and Augmented Reality training devices for use by special operations aviation units. He recently became a member of the U.S. Global Leadership Coalition's National Security Advisory Council (NSAC). In 2019, he and his wife Helen relocated to be closer to family in Midland, Texas.



BIOGRAPHY



UNITED STATES AIR FORCE

LIEUTENANT GENERAL FRANK J. KISNER

Lt. Gen. Frank J. Kisner is Commander, NATO Special Operations Headquarters, Supreme Headquarters Allied Powers Europe, Mons, Belgium. He leads a multinational staff, representing 26 NATO and three non-NATO nations, acting as the primary point of direction and coordination for all NATO special operations-related activities in order to optimize employment of NATO special operations forces. The headquarters is responsible for NATO SOF doctrine, operational and higher echelon training and standardization and, when directed by SACEUR, for providing an operational command capability for NATO special operations forces.

General Kisner graduated from the U.S. Air Force Academy in 1980. He has held a variety of operational assignments and has commanded at the squadron, group, wing, and geographic combatant command sub-unified command levels. This includes command of a special operations wing, an airlift wing and a Theater Special Operations Command. Additionally, the General has held staff assignments at Headquarters U.S. Air Force, Joint Special Operations Command, Headquarters Pacific Air Forces, Headquarters U.S. Pacific Command, and Headquarters U.S. Special Operations Command.



General Kisner has significant experience in combat and leadership in major joint contingency operations. He served on a joint special operations task force during Operation Desert Storm, commanded a special operations squadron during Kosovo operations and conducted contingency operations in Africa. From September 2001 to January 2002, he was forward-deployed with Joint Special Operations Task Force-North in Operation Enduring Freedom. From December 2002 to May 2003, he was forward-deployed for operations Enduring Freedom and Iraqi Freedom. From May 2008 until May 2009, he served as commander for forces in Operation Enduring Freedom Trans Sahara.

EDUCATION

1980 Bachelor of Science degree, U.S. Air Force Academy, Colorado Springs, Colo.
 1985 Distinguished graduate, Squadron Officer School, Maxwell Air Force Base, Ala.
 1993 Air Command and Staff College, by correspondence
 1994 Army Command and General Staff College, Fort Leavenworth, Kan.
 1994 Master of Science degree in management, Central Michigan University
 1997 Air War College, by correspondence
 2000 Master of Arts degree in national security and strategic studies, with distinction, Naval War College, Newport, R.I.

ASSIGNMENTS

1. June 1980 - June 1981, student, undergraduate pilot training, Columbus AFB, Miss.
2. July 1981 - October 1981, C-130 initial qualification, Little Rock AFB, Ark.
3. October 1981 - December 1986, pilot, aircraft commander, executive officer, instructor pilot and flight examiner, 774th Tactical Airlift Squadron and 463rd Tactical Airlift Wing, Dyess AFB, Texas
4. January 1987 - March 1987, MC-130E initial qualification, Hurlburt Field, Fla.
5. April 1987 - May 1990, aircraft commander, instructor pilot, flight examiner and flight management officer, 1st Special Operations Squadron, and Chief, Standardization and Evaluation, 353rd Special Operations Wing, Clark Air Base, Philippines
6. May 1990 - June 1993, Chief, Combat Talon Tactical Airlift Special Operations (J3), Joint Special Operations Command, Fort Bragg, N.C.
7. June 1993 - June 1994, student, Army Command and General Staff College, Fort Leavenworth, Kan.
8. June 1994 - December 1994, C-130 requalification and MC-130H initial qualification, Little Rock AFB, Ark., and Kirtland AFB, N.M.
9. January 1995 - July 1995, flight commander and aircraft commander, 7th Special Operations Squadron, Royal Air Force Mildenhall, England
10. July 1995 - June 1997, Director of Operations and flight examiner, 7th Special Operations Squadron, RAF Mildenhall, England
11. June 1997 - June 1999, Commander, 7th Special Operations Squadron, RAF Mildenhall, England
12. July 1999 - June 2000, student, Naval War College, Newport, R.I.
13. June 2000 - June 2001, Chief, Pacific Division, Office of Deputy Under Secretary of the Air Force for International Affairs, Washington, D.C.
14. July 2001 - June 2002, Commander, 16th Operations Group, Hurlburt Field, Fla.
15. June 2002 - October 2003, Commander, 16th Special Operations Wing, Hurlburt Field, Fla.

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September 27, 2022

16. November 2003 - January 2005, Commander, 43rd Airlift Wing, Pope AFB, N.C.
17. February 2005 - November 2005, Director of Plans and Programs, Headquarters Pacific Air Forces, Hickam AFB, Hawaii
18. December 2005 - February 2007, Deputy Director, Strategic Planning and Policy (J5), U.S. Pacific Command, Camp H.M. Smith, Hawaii
19. February 2007 - May 2008, Director, Center for Force Structure, Requirements, Resources and Strategic Assessments (J8), Headquarters U.S. Special Operations Command, MacDill AFB, Fla.
20. May 2008 - July 2010, Commander, Special Operations Command Europe, and Director, Special Operations, U.S. European Command, Stuttgart-Vaihingen, Germany
21. July 2010 - present, Commander, NATO Special Operations Headquarters, Supreme Headquarters Allied Powers Europe, Mons, Belgium

SUMMARY OF JOINT ASSIGNMENTS

1. May 1990 - June 1993, Chief, Combat Talon Tactical Airlift Special Operations (J3), Joint Special Operations Command, Fort Bragg, N.C., as a major
2. September 2001 - January 2002, Deputy Commander, Joint Special Operations Task Force-North, and Commander, Joint Special Operations Air Component, JSOTF-North, Operation Enduring Freedom, as a colonel
3. November 2002 - May 2003, Commander, Combined/Joint Special Operations Air Component, Operations Enduring Freedom and Operation Iraqi Freedom, as a colonel
4. December 2005 - February 2007, Deputy Director, Strategic Planning and Policy (J5), Headquarters U.S. Pacific Command, Camp H.M. Smith, Hawaii, as a brigadier general
5. February 2007 - May 2008, Director, Center for Force Structure, Requirements, Resources and Strategic Assessments (J8), Headquarters U.S. Special Operations Command, MacDill AFB, Fla., as a brigadier general
6. May 2008 - July 2010, Commander, Special Operations Command Europe, and Director, Special Operations, Headquarters U.S. European Command, Stuttgart-Vaihingen, Germany, as a major general
7. July 2010 - present, Commander, NATO Special Operations Headquarters, Supreme Headquarters Allied Powers Europe, Mons, Belgium, as a lieutenant general

FLIGHT INFORMATION

Rating: Command pilot

Flight hours: More than 5,000

Aircraft flown: C-130E/H and MC-130E/H

MAJOR AWARDS AND DECORATIONS

Defense Distinguished Service Medal

Defense Superior Service Medal with two oak leaf clusters

Legion of Merit with oak leaf cluster

Bronze Star Medal

Defense Meritorious Service Medal

Meritorious Service Medal with two oak leaf clusters

Air Medal

Joint Service Commendation Medal Air Force Commendation Medal Army Commendation Medal

Joint Service Achievement Medal

Air Force Achievement Medal with "V" device and two oak leaf clusters

OTHER ACHIEVEMENTS

1997 MacKay Trophy with crew of Whisk 05

Romanian General Staff Emblem of Honor

Federal Republic of Germany Parachutist Wings

Royal Netherlands Army Parachute Badge (static line) Republic of Poland Parachutist Wings

Awarded Poland's Commander's Cross

EFFECTIVE DATES OF PROMOTION

Second Lieutenant May 28, 1980

First Lieutenant May 28, 1982

Captain May 28, 1984

Major October 1, 1991

Lieutenant Colonel November 1, 1996

Colonel March 1, 2001

Brigadier General Jan. 1, 2006

Major General Dec. 9, 2008

Lieutenant General July 26, 2010

(Current as of September 2013)



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Reggie Lawrence

Address: 4721 Timber Lane

Midland TX 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 19 years.

Professional and/or Community Activities:

Business owner 2000-Present. City Development Advisory Committee 2010-2014. City of Midland Planning & Zoning Commissioner 2013-2021; Chair 2020-2021. Midcities Com. Church 1987-2013; Stonegate 2013-Present. PBPA 2010-Present.
3:11 Ministries Board 2019-Present; Midland Shooters Assoc. Board 2019 - Present

What is your personal vision for the City?

I want a clean city. I want to see pride in our neighborhoods with families and kids playing outside. A place where our young can call home and raise a family is important, and this is what we must build. Multi-use communities. Walking communities. I want to live around the oil field, without the reputation of a hot and dry, caliche pad. We need vision, spark, and life.

Please specify any time constraints you may have.

I am completely flexible.

Date: 7/20/2022

Phone: 4327700881 (Home)

(Business)

Email: reggie@lawrencetx.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Self Employed

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

At some point... I believe another year, P&Z again. I really enjoyed that board.

Please tell us why you are interested in serving on this board or commission.

As an experienced commissioner for P&Z, I believe that Airport P&D would be a board that is confronted with similar issues.

What contribution would you most like to make?

I would like to be able to say that I made this a place where my grandkids would be proud to live. That's the type of contribution I'd like to make. Specifically, I would like our airport to be inviting, updated, consolidated, fresh, clean, and all within a budget that the taxpayers can stand behind.

Additional pertinent information or references:

Chuck Harrington - 432.685.7442

Dr. Riordan Hartzoge - 432.638.6369

David Schmidt - 432.553.9197

(2) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

What contribution would you most like to make?

Regarding Hotel/Motel, I have had successful experience with managing several businesses financially, and I believe I would benefit the city in this role.

Additional pertinent information or references:

Same as above.

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

Reggie Lawrence

Digitally signed by Reggie Lawrence
Date: 2022.07.20 23:55:02 -05'00'

Applications may be submitted online via email or print in order to send by mail:

City of Midland

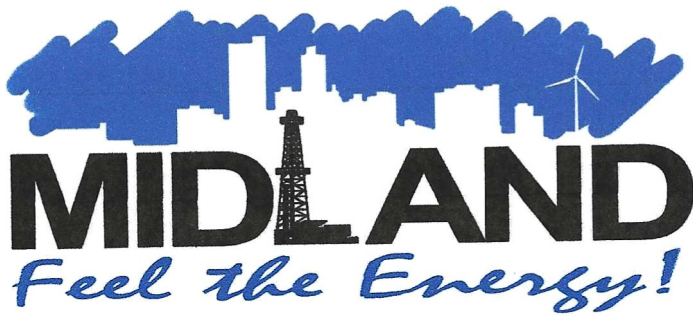
City Secretary's Office

PO Box 1152

Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Adam James
Address: 4216 Timberglen Pl
Midland Texas 79707
(City) (State) (Zip)

Date: 4/19/2022
Phone: 432-664-6438 (Home)
432-563-1514 (Business)
Email: adam.james@airkingaviation.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Aircraft Maintenance Manager

Professional and/or Community Activities:

Flying, growing my knowledge in all things aviation, and assisting the local aviation community in any way that I can.

What is your personal vision for the City?

I would like to see local businesses and the community as a whole grow without losing that personal touch that makes Midland such a wonderful place to call home.

Please specify any time constraints you may have.

Work related responsibilities from 8 a.m. to 5 p.m. that can be flexible as needed

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

Everything I do on a day to day basis revolves around the local airports. I have always had true passion for aviation and that passion has driven me to pursue a career in this field for the last 10 years.

September 27, 2022

PACKET

29.63

What contribution would you most like to make?

I believe I can offer a fresh perspective and new ideas to the issues that local airports are facing.

Additional pertinent information or references:

I manage AirKing Aviation, a company based at Midland International Airport since 2014 - Owner Paul Armstrong 432-934-5334

Reference: David Fields (Local Business Owner) 432-307-5010 Reference: Chris Tyler (Local Business Owner) 432-208-8603

Reference: John Morrow (Local Business Owner) 432-940-5155

(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



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**APPLICATION FOR CITY OF MIDLAND
BOARDS/COMMISSIONS/COMMITTEES**

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Rachel Overman
Address: 4610 Graham Dr.
Midland, TX 79705
(City) (State) (Zip)

Date: 8/11/22
Phone: 432-661-5765 (Home)
432-699-0989 (Business)
Email: rachel@insigniamgmt.
cor

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 2 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Hotel Executive

Professional and/or Community Activities:

Texas Hotel Lodging Association, American Heart
Association, Meals on Wheels

What is your personal vision for the City?

A vibrant city with offerings for all ages.
Keep our money in Midland!

Please specify any time constraints you may have.

Varies depending on work & family activities.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development & Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

I feel I have a good understanding of the
importance of the impact these boards have on Midland.

What contribution would you most like to make?

I will make decisions based on what will be beneficial in bringing resources back to the business community of Midland.

Additional pertinent information or references:

I have sixteen years of hospitality management experience, all of which has been with an award winning, Midland based management company.

(2) Name of Board/Commission:

Airport Planning & Development Board

What contribution would you most like to make?

I feel I have a good understanding of the importance of the impact these boards have on Midland.

Additional pertinent information or references:

My experience in the travel industry will benefit me in making decisions related to travel & tourism within our community.

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

R. Overman

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

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Wade McClendon

Address: 2402 Seaboard

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 5 years.

Professional and/or Community Activities:

I am involved in coaching of kids soccer and flag football. I am a member of the Oilfield Connections group. My wife and I own a small business in the community.

Date: 9/14/2022

Phone: 254-716-4381 (Home)

432-333-4106 (Business)

Email: wade.mcclendon@alragroup.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Risk Management

What is your personal vision for the City?

Continue to make it better than when you found it. To become a place that attracts young adults to the area. To have a school district that supports the kids to excel in life.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Citizens Development and Hotel/Motel Advisory Board -

Oil and Gas Advisory Commission

Please tell us why you are interested in serving on this board or commission.

Each of these boards can serve to advise on aspects that can make real improvements to our community.

What contribution would you most like to make?

Any positive impact.

Additional pertinent information or references:

I look at this like a State Parks. Leave the park better than you found it. I teach this to my kids and it's a good motto to have.

(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



Digitally signed by Wade McClendon
Date: 2022.09.14 11:09:59 -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



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Brandon Patterson

Address: 5308 Wimberley Spring Court

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ¹ years.

Professional and/or Community Activities:

I am an assistant coach for two FC Dallas soccer teams. I am also on the planning board for "Fly into Fall 2022."

Date: 7/20/2022

Phone: 805.878.1308 (Home)

(Business)

Email: bpatterson@americanpatrols.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Vice President of Operations at American Patrols

What is your personal vision for the City?

My vision for the city of Midland is to continue to grow in a financially responsible manner to support a robust community and business sector that instills the values of family and community.

Please specify any time constraints you may have.

I work Monday through Friday 7:00 am to 4:00 pm.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I am interested in serving on the airport planning and development board because it allows me to be of service to my community and it aligns with my personal and professional interests. I have been involved with the aviation community for the past 13 years and

I want to ensure that the city of Midland continues to support and grow all aspects of that society.

What contribution would you most like to make?

My goal is to provide my expert insight on all issues related to aviation, as well as continue to provide a safe and efficient environment for all current and future operations.

Additional pertinent information or references:

I was an Air Force pilot for 12 years, and then I was hired by United Airlines as a first officer, but turned down that position to start my career with American Patrols, where I currently oversee the daily operations of 60 pilots and 30 aircraft.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Dante A. Perez

Address: 2319 Sky View Rd

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴ years.

Professional and/or Community Activities:

Professionally, I have been working in Midland for 8.5 years, as a Drilling Engineer I work closely with land, water, production, and mineral departments by efficiently develop our oil fields. Also, I have supervised our construction department and worked in drilling rigs for 6 years. That has help me to acquire a critical decision making in high stress environments.

What is your personal vision for the City?

My vision of Midland is to continue creating and growing a city that our families enjoy being part of. Our city has extraordinary potential for businesses, students, families, and U.S. internal migrant professionals. My vision of Midland is having a place with more opportunities for our local entrepreneurs, encourage companies to hire MC and UTPB graduates, develop the city primarily focusing

Please specify any time constraints you may have.

(Continuation of last question) on our family spaces, and create an environment where young professionals proudly come to stay and serve the community.

(Current question) No constraints, my supervisors will be glad that I take time off from work to attend a city meeting.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Date: 8/24/2022

Phone: 432-231-7788 (Home)

(Business)

Email: dperez@crowquest.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Drilling Engineer at CrownQuest Operating LLC

Please tell us why you are interested in serving on this board or commission.

I am interested in MDC because this board is the spear of Midland's future, business development its a key factor to increase families quality of life. As mention in previous question, I strongly believe in supporting our hard working local entrepreneurs.

What contribution would you most like to make?

In my career in the O&G private sector, I have learned how business are successfully and poorly ran. Also, I'm aware our community needs and have a strong desire to help develop Midland. So, my main contribution will be an all-around understanding from a business, citizen, and city standpoint. That comes in place when is time to advise or make a decision representing the community.

Additional pertinent information or references:

Reference: Jeffrey Beard - President of Midland Health Board of Directors - jbeard.district7@midlandhealth.org

I recently applied for Midland 101 - Fall 2022

(2) Name of Board/Commission:

Oil and Gas Advisory Committee

What contribution would you most like to make?

Enforcing oil and gas regulations in a well-organized and efficient way has powerful positive consequences for developing Midland. My main contribution will be technical knowledge in O&G operations while being a reliable member and a responsible citizen that wants to grow the city while thinking ahead, to make sure current development do not interfere with future city plans.

Additional pertinent information or references:

Jeffrey Beard - President of Midland Health Board of Directors - jbeard.district7@midlandhealth.org

Luke Dunn - Vice President of Engineering - ldunn@crowquest.com

I recently applied for Midland 101 Fall 2022

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

Dante Perez

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:

Name: LIDIA RODRIGUEZ

Address: 2438 WHITMIRE BLVD APT 12B

MIDLAND TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴ years.

Professional and/or Community Activities:

I currently am working on my CPA, however, in the past I have been a volunteer with Salvation Army, A Future Without Poverty, and United Way. I have also been a volunteer Grant Writer with United Way of Denton County and was able to get \$10,000 for their organization. Previous member of ASPA- American Society for Public Administration. I've also been a literacy tutor.

What is your personal vision for the City?

I see a growing city with better access to local activities, as well as a city with better streets, parks, local activities, and schools. I also see the need to renovate areas in need of repair and development. Better access to transportation to local citizens and ensuring that there is collaboration between local departments and resources is important.

Please specify any time constraints you may have.

I am studying for my CPA but as long as I have a set amount of hours each week, I should be okay. I also work 8 a.m.-5 p.m. with lunch between 12:00 p.m. and 1:00 p.m. I also work late and on weekends during tax season.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

PARKS AND RECREATION COMMISSION

Please tell us why you are interested in serving on this board or commission.

I am interested in this board because I saw that they needed assistance with grant opportunities. Since I have past experience, I think I can help build up some system for them to apply for grants to better develop our community.

Date: 7/25/2022

Phone: 817-675-2325 (Home)

432-687-0243 (Business)

Email: LRV8020@HOTMAIL.COM

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: TAX PREPARER



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Melanie Robertson

Address: 1100 Silvertown Drive

Midland TX 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 27 years.

Professional and/or Community Activities:

I work for Pioneer Natural Resources USA, Inc. and am a member of the Permian Leadership Team that is actively involved in the community. I've been a Landman for over 17 years and worked for Pioneer for the last 10 of them as a Landman, Land Supervisor and now as the Property Administration Manager.

What is your personal vision for the City?

Continued growth and improvement of the City of Midland.

Date: 8/18/2022

Phone: (432) 853-0599 (Home)
(432) 559-8663 (Business)

Email: melanie.robertson@pxd.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Property Administration Manager- Pioneer

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I recently relocated back to Midland and would like to be more involved in the community.

What contribution would you most like to make?

To listen, ask questions and make recommendations that are in the best interest of the City of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Ross Alan Schumann

Address: 4003 Gleneagles CT

Midland Texas 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 6 **years.**

Professional and/or Community Activities:

Involved with Permian Basin Association of Pipeliners, Fix West Texas, Permian Basin Youth Football League.

Date: 8/25/2022

Phone: 432-888-6071 (Home)

(Business)

Email: schuranch@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Operations Manager/ Oil and Gas

What is your personal vision for the City?

I want to see our city be the shining beacon on the hill of opportunity, the example to the rest of the country of how the American dream is still alive and well. I want to see Midland focus on its foundation, ensuring we provide a great city and infrastructure to our citizens and give everyone a reason to move here.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I would like to see Midland become a city in which young families are set up to thrive and have an amazing life. Ensuring our city is setup for the future through proper planning and zoning so that families not only have a great place to live, but have access to

services and amenities in their local neighborhoods for a great quality of life.

What contribution would you most like to make?

I would like to see Midland plan for more complete communities, using a mixture of zoning plans to ensure that not only we build great new residential areas, but that we also ensure those homes have services and amenities such as daycares and restaurants within their local area.

Additional pertinent information or references:

Karen Poucher Patterson

(2) Name of Board/Commission:

Animal Services Advisory Commission

What contribution would you most like to make?

I would like to seek new ways to engage citizens in helping control the stray and pest populations, through partnerships with private volunteer organizations that assist in spaying and neutering stray populations, as well as those who seek to help minimize and prevent future pest populations.

Additional pertinent information or references:

Karen Poucher Patterson

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: NATHAN SCHAUB

Address: 2903 SCR 1068

MIDLAND TX 79706

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 21 years.

Professional and/or Community Activities:

Aviation Dept. Manager / Chief Pilot for Henry Resources

Flight Instructor

Date: 4/29/2022

Phone: 432-978-9658 (Home)

432-694-3000 (Business)

Email: nschaub@henryresources.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: PROFESSIONAL PILOT

What is your personal vision for the City?

I would like to see Midland become a more enjoyable place to live.

Please specify any time constraints you may have.

I'm a professional pilot...

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I would like to participate in growing/ improving Midland Airpark and Midland International

What contribution would you most like to make?

Having flown out of both MAF and MDD over the last 20+ years, I can provide a private / corporate pilot's perspective.

Additional pertinent information or references:

Jim and Paula Henry

Dave Joyner

Ben Fietz

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Bill Scott
Address: 1004 W. Pine Ave.
Midland Texas 79705
(City) (State) (Zip)

Date: 9/1/2022
Phone: 432-559-4249 (Home)
432-682-1111 (Business)
Email: bill@midlandtexasrealestate.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 46 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Commercial Real Estate Broker

Professional and/or Community Activities:

Past President of the Permian Basin Board of Realtors, Past Director of the Texas Association of Realtors, former Board Member & Treasurer of Heritage Midland, Founding President of George W. Bush Childhood Home, Inc.

What is your personal vision for the City?

Midland should be a community which welcomes growth and diversity by providing a safe environment with many cultural, educational and sporting activities for all it's citizens.

Please specify any time constraints you may have.

Being self employed provides the opportunity to very flexible with my 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:

Capital Improvement Advisory Committee

Please tell us why you are interested in serving on this board or commission.

My 40 years of experience as a commercial real estate broker and work with developers and investors has provided significant knowledge in real estate development.

What contribution would you most like to make?

Facilitate common goals between government and the development community.

Additional pertinent information or references:

Mr. Robert Rendall

Former County Judge Mike Bradford

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Joshua Sparks

Address: 1301 Telluride Dr

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 29 years.

Professional and/or Community Activities:

Midland Community Theatre Board of Governors, First Baptist Church choir,

Midland Rape Crisis & Children's Advocacy Center Board

Date: 7/25/2022

Phone: 432-352-1555 (Home)

(Business)

Email: jrsparks07@hotmail.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Engineer

What is your personal vision for the City?

I want a city that is seen as a great place to live, raise a family, and have great experiences with family and friends. I want it to be a
place that attracts good people and makes them want to join the community. I want the city to serve its ever-changing population
and keep up with the needs of those who call it home.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I have experience serving on this commission in the past and think that my expertise and leadership is needed to help steer the city
development. I am interested in how the city grows and why it grows the way it does.

PACKET

29.82

September 27, 2022

What contribution would you most like to make?

I would like to be able to assist the city council in ushering responsible growth for our city using a unique perspective and an open mind. I want to contribute by leading in a way that others respect even if they don't agree.

Additional pertinent information or references:

I was an active member of this commission before and would be happy to be able to serve again. References include:

Mayor Patrick Payton, Councilwoman Lori Blong, Planning Division Manager Elizabeth Shaughnessy, Director of Development Services Chuck Harrington

(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

Joshua R Sparks

Digitally signed by Joshua R Sparks
Date: 2022.07.25 16:07:50 -05'00'

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City Secretary's Office
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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Steven Villela

Address: 1208 S. Loraine

Midland TX 79701
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ²⁰ years.

Professional and/or Community Activities:

Serve as the District Director for the Texas Governors campaign, Manage my Familys Tortilla Factory.

2019- 2021 Served on the board of the Midland Hispanic Chamber of Commeres

2019 - present Teen F.L.O.W. fundrasing committee

What is your personal vision for the City?

I love the community our city builds and I would love to help nurture the growth and development of our city to maintain our culture and help the growth and expansion to welcome new members to our community.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I believe this board is one of the most crucial boards to help shape the growth of our city and community. Because of that I would love to serve on it to help nurture the development of our community insuring we are mindful of counceils vision and community

Date: 8/11/2022
Phone: 4322354792 (Home)
(Business)
Email: stevenvillela@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no
Occupation: District Director for Texas for Greg Abbott

concerns.

What contribution would you most like to make?

Providing a different perspective. We have many builders and real estate investors on the committee. I would be able to bring more of a community point of view while ensuring the counsel ' s vision and plan for our city are expressed and considered with all decisions.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Sallie Vega

Address: 1300 Cerrillos Avenue

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 28 years.

Professional and/or Community Activities:

Member of Midland Chamber of Commerce, Midland Hispanic Chamber of Commerce, Permian Basin Board of Realtors, PTA

serve on the board for the Desk and Derrick Club-Midland Chapter,

Date: 8/18/2022

Phone: 432-803-3726 (Home)

(Business)

Email: sallie0824@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Real Estate Agent

What is your personal vision for the City?

My personal vision for my hometown is that it continues grow in commerce and opportunity while holding on to it's uniqueness and tradition. I was raised in this beautiful city and I plan on doing my part so that my children can enjoy and be proud of their upbringing in Midland, TX.

Please specify any time constraints you may have.

I do not have any specific time constraints and am pretty flexible with enough notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

As a native Midlander and local Real Estate Agent, I am very familiar with the Midland area and its demographics.

I am interested in learning more about Midland and serving my community through this commission.

What contribution would you most like to make?

I have held many different types of positions within various industries gaining strong administration skills along the way, such as organization, problem solving, critical thinking, accounting, etc. I am eager to contribute these skills to the commission and my community along with my values of hard work, integrity, strong leadership skills and a passion for service.

Additional pertinent information or references:

References-Lucy Sisñega, Adam Cunyus, Lauren Johnston

(2) Name of Board/Commission:

Midland Development Corporation

What contribution would you most like to make?

As a Midland Resident for almost 30 years, I believe that my greatest contribution would be my familiarity with the area and its people along my passion for networking and service. I thoroughly enjoy meeting new people and serving my community.

Additional pertinent information or references:

References-Lucy Sisñega, Adam Cunyus, Lauren Johnston

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

Sallie Vega

Digitally signed by Sallie Vega
Date: 2022.08.18 11:53:13 -05'00'

Applications may be submitted online via email or print in order to send by mail:

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Amber Voithofer
Address: 713 Pinehurst Dr
Midland TX 79705
(City) (State) (Zip)

Date: Sept 13 2022

Phone: 432 557 2191 (Home)

" " (Business)

Email: alvoit@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 8 years.

Are you a graduate of Midland 101? ☐ yes ☒ no ^{but applied to this fall}

Occupation: Business owner / President / Engineer

Professional and/or Community Activities:

Licensed Engineer - state of Texas
Business owner
Engaged Mother of 3 within school communities & extra curricular

What is your personal vision for the City?

I would like to see midland become a place people do not want to leave (boom/bust mentality). Focus on creating a better quality of life for all.

Please specify any time constraints you may have.

As a business owner I am able to create my own schedule so I am flexible. I do have small children to drop off & pick up from school/care.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks & Rec

Please tell us why you are interested in serving on this board or commission.

I have three young sons and a passion for inspiring children to play, create and challenge themselves. I visit many parks and am engaged with many activities and know I could help support the community at creating great spaces for recreation.

What contribution would you most like to make?

Creative ideas. Developing plans/programs. Creating processes if needed or managing/reducing costs.

Additional pertinent information or references:

(2) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory

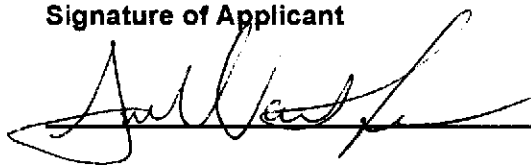
What contribution would you most like to make?

Gain understanding of strategy to help drive execution.
Creative ideas/Problem solving to achieve city goals.

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Laura Watkins

Address: 1005 Sinclair Ave
Midland, TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 65 years.

Professional and/or Community Activities:

I'm very active in church work. I help with food pantry teaching Bible class, making blankets, and any other area of need.

What is your personal vision for the City?

I was born in Midland and I would like to see Midland return to the town where people did great, dependable work. We need kindness and manners back in our Midland Society.

Please specify any time constraints you may have.

As a realtor, I could have a closing scheduled at the same time as a meeting.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

Zoning of property matters to homeowners. As a realtor, I have clients who are a vacant lot. They want to keep it.

Date: 7/1/2022

Phone: 432-349-3283 (Home)

432-349-3283 (Business)

Email: lwatkins@isellpermianbasin.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: realtor



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Don "Woody" Woodward
Address: 3219 Highsky Dr
Midland TX 79707
(City) (State) (Zip)

Date: 9/13/2022
Phone: 432-770-1146 (Home)
432-770-1146 (Business)
Email: dongwoody@att.net

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Commercial Insurance Producer

Professional and/or Community Activities:

Precinct 405 chairman, Midland County Elections Judge, Leadership Midland 2004, Airport planning board,
construction board of appeals, BBB board, Midland Chamber President's club, Rotarian, Mason, Member of Stonegate,
26 years with Summer MuMmers, Insurance sales for 11 years

What is your personal vision for the City?

To assist leadership in helping to shape a vital city for growth and safety

Please specify any time constraints you may have.

My hours are flexible

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

MOUTDB- I work heavily in the transportation area with risk management, I believe I can be asset in the furthering of the direction of this board. P&RC - my daughter and I utilize the parks citywide, as I am a patron, I feel like I can have input on this area, too.

What contribution would you most like to make?

Helping to improve these areas through due diligence, open communication and transparency to the public.

Additional pertinent information or references:

Jerry Morales - reference

James Beauchamp - reference

Judge Leah Robertson - reference

(2) Name of Board/Commission:

Oil and Gas Advisory Commission

What contribution would you most like to make?

Again, I work heavily in the O&G sector and can be an asset to this group

Additional pertinent information or references:

Helping to improve these areas through due diligence, open communication and transparency to the public.

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:

Name: ERIC WESTPHAL
Address: 508 WEST WALL, STE 1100
MIDLAND TX 79701
(City) (State) (Zip)

Date: 4/5/2022
Phone: 432 349 6149 (Home)
432 617 1338 (Business)
Email: ERIC.WESTPHAL@FROSTBANK.C

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴⁴ years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: BANKING

Professional and/or Community Activities:

CURRENTLY TREASURER OF MIDL. COMMUNITY DEVELOPMENT CORPORATION-AFFORDABLE HOUSING IN MIDLAND

PREVIOUSLY CHAIRMAN COURT APPOINTED SPECIAL ADVOCATES OF WEST TEXAS

PREVIOUSLY CHAIRMAN JUNIOR ACHIEVEMENT OF MIDLAND

What is your personal vision for the City?

TO CONTINUE TO SEE GROWTH AND DEVELOPMENT OF BUSINESS, RETAIL AND RESIDENTIAL SEGMENTS IN MIDLAND
IN ORDER TO GENERATE FURTHER ECONOMIC DIVERSIFICATION DESPITE BEING INTIMATELY TIED TO THE O&G
BUSINESS.

Please specify any time constraints you may have.

NONE AT THIS 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:

AIRPORT PLANNING AND DEVELOPMENT BOARD

Please tell us why you are interested in serving on this board or commission.

OUR AIRPORT IS AN INTERGRAL PART OF THE ECONOMIC VIABILITY OF MIDLAND AS WELL AS THE SURROUNDING
AREAS. IT IS CRITICALLY IMPORTANT FOR THE FURTHER DEVELOPMENT OF MIDLAND AS A HUB FOR BUSINESS.

What contribution would you most like to make?

I BELIEVE THAT I CAN ADD VALUE TO THIS BOARD AND TO THE DEVELOPMENT OF THE AIRPORT WITH MY MANY YEARS OF RESIDENCY ALONG WITH MY 30+ YRS AS A BANKER IN MIDLAND BY PROVIDING INSIGHTS INTO WAYS THE AIRPORT MIGHT CONTRIBUTE TO THE ECONOMIC VIABILITY OF MIDLAND. OUR AIRPORT IS IMPORTANT TO THIS AREA.

Additional pertinent information or references:

REFERENCE: WESLEY BOWNDS - PERMIAN BASIN REGIONAL PRESIDENT- FROST BANK

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

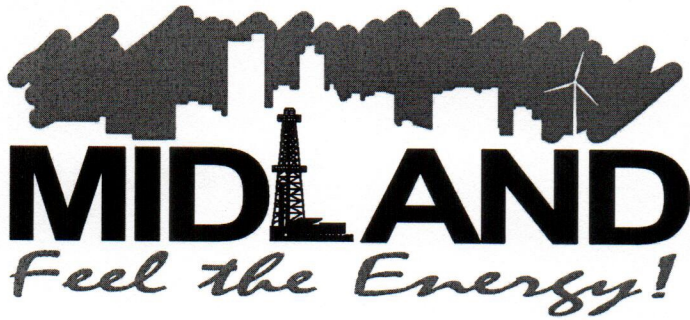
PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Lori VanHoozer
Address: 5007 Chapel Hill Dr
Midland TX 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 42 years.

Professional and/or Community Activities:

I am co-founder of Fix West Texas and a lifetime board member, where I continue to spend a lot of my time. I have made the kennel signs

and various window decor for the Shelter as well as making the dog/cat bandanas to wear in the photographs taken by Tasha Sport
each week. I have also attended the volunteer orientation at the Shelter and have volunteered at the vaccination clinic, washed dishes and linens.

What is your personal vision for the City?

My vision is to see more community involvement and for the citizens to take pride in Midland. I would like to Midland to be a leader in animal welfare

for all of West Texas and to be a model for all cities across Texas and the US to follow. Our City desperately needs to be educated about the

importance of spay, neuter and vaccination of their dogs and cats. The ultimate goal is for Midland to be considered "No Kill".

Please specify any time constraints you may have.
None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I would like to see a reduction of owner surrenders and the abandonment of pets in our City. I believe this can be done by educating the public about

pet responsibility. I would also like to see collaboration between the Shelter and other businesses in town to promote foster and adoption.

Date: 08/22/2022

Phone: 469-855-3647 (Home)

(Business)

Email: lorivanhoozer@yahoo.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Not employed

What contribution would you most like to make?

Advocating for the Shelter and the pets in our City. I believe I will add value by having a new and different perspective. I want to help educate our citizens about animal welfare in order to reduce the amount of owner surrenders entering the shelter, which in turn will reduce some of the burden for the Shelter staff.

Additional pertinent information or references:

I would like to see Midland become proactive instead of reactive with regard to pet over population.

Bryan D Pope 214-538-7341

Tommy or Jeri Rea 432-770-4974

(2) Name of Board/Commission:

I am applying for the Animal Services Advisory Commission.

What contribution would you most like to make?

My contribution is going to be working with others who are like-minded to achieve a common goal.

Additional pertinent information or references:

I have lived in Midland for 42 years; 1968 - 2002 and 2015 - present. I have a passion for dogs and want to be a part of something for the greater good.

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

Lori VanHoyen

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