CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
October 12, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Notice is hereby given that a public meeting will be held by the City Council of the City of Midland, in the Council Chamber, City Hall, 300 N. Loraine, Midland, Texas and via videoconference. A quorum of the City Council intends to be physically present at the aforementioned location.

Videoconference Information
Please click this URL to join. https://us06web.zoom.us/j/82922220535?pwd=WW1ITWxKbHVJcFF5RlpMU0huZ1hGUT09
Passcode: 456419

Or One tap mobile:
+13462487799,,82922220535# US (Houston)
+17207072699,,82922220535# US (Denver)

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 720 707 2699 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 829 2222 0535
International numbers available: https://us06web.zoom.us/u/kb4E73Ygk1

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

OPENING ITEMS

1. Invocation – Pastor Andrew Adams, Midland Bible Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “Rotary Polio Day”

   3b. Presentation of Proclamation for “National Business Women’s Week”

3c. Presentation of Proclamation for “Walk to End Alzheimer’s Day”

3d. Presentation of Proclamation for “Midland Run Crew’s Runners Day”

3e. Presentation of Proclamation for “S. Javaid Anwar Month”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR CITY COUNCIL MEETING OF SEPTEMBER 28, 2021

5. 2021-132 – RESOLUTION NOMINATING ROBERT MCNAUGHTON FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT (DISTRICT: NONE) (FINANCE)

6. 2021-133 – RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FROM WARREN POWER & MACHINERY, INC., DBA WARREN CAT OF ODESSA, TEXAS, AT A TOTAL COST OF $722,360.00 THROUGH BUYBOARD (DISTRICT: NONE) (GENERAL SERVICES)

7. 2021-134 – RESOLUTION APPROVING THE PURCHASE OF AN AERIAL BUCKET TRUCK FROM ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY THROUGH BUYBOARD AT A TOTAL COST OF $148,788.00 (DISTRICT: NONE) (GENERAL SERVICES)

8. 2021-135 – RESOLUTION APPROVING THE PURCHASE OF A SCHWARZE M6SE STREET SWEEPER FROM TEXAS WASTE EQUIPMENT DBA HEIL OF TEXAS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $283,777.00 (DISTRICT: NONE) (GENERAL SERVICES)

9. 2021-136 – RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING CONSULTING SERVICES TO THE AEGIS GROUP, LTD. (DISTRICT: NONE) (GENERAL SERVICES)

10. 2021-137 – 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 $1,399,018.00 (DISTRICT: NONE) (GENERAL SERVICES)

11. 2021-138 – RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TEN (10) POLICE-PACKAGE SEDANS FROM GRAPEVINE DODGE CHRYSLER JEEP LLC THROUGH BUYBOARD AT A TOTAL COST OF $519,225.00 (DISTRICT: NONE) (GENERAL SERVICES)

12. 138-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF A NEW MIDLAND PUBLIC SAFETY TRAINING FACILITY AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

13. 2021-139 – RESOLUTION APPROVING THE PURCHASE OF FIFTY (50) BUNKER COATS AND FIFTY (50) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $151,113.50 THROUGH HGAC CONTRACT EE08-19 (DISTRICT: NONE) (GENERAL SERVICES)

14. 2021-140 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. DBA PARKHILL FOR IMPROVEMENTS TO THE EXISTING WATER AND WASTEWATER INFRASTRUCTURE AND THE STORM DRAIN CONVEYANCE SYSTEM ON WADLEY AVENUE FROM I STREET TO GARFIELD STREET AND A COMPREHENSIVE WATERSHED AND PLANNING ANALYSIS FOR THE UTILITIES DEPARTMENT FOR A COST OF $474,000.00 (DISTRICT: 3) (GENERAL SERVICES)

15. 139-2021 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR AGGREGATION AND CONSULTING SERVICES WITH PRIORITY POWER MANAGEMENT, LLC; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE AGREEMENT'S TERM THROUGH DECEMBER 31, 2026 (DISTRICT: ALL) (GENERAL SERVICES)

16. 2021-141 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND DRAW WIDENING - FRONT STREET TO GOLF COURSE ROAD PROJECT TO ONYX GENERAL CONTRACTORS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,985,689.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT: 2) (GENERAL SERVICES)

17. 2021-142 – RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE SCHARBAUER SPORTS COMPLEX MOMENTUM BANK BALLPARK FOR A TOTAL COST OF $719,500.00; APPROVING $71,950.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT: 4) (GENERAL SERVICES)

18. 140-2021 – MOTION APPROVING A NEW AIR SERVICE INCENTIVE PROGRAM TO ASSIST IN LOCAL MARKETING FOR NEW AIR SERVICE AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT: 4) (AIRPORTS)

19. 141-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-041) WITH DCP OPERATING COMPANY, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 10, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR

CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

20. 10241 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; 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 28, 2021)

21. 10242 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH & FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 192 FEET SOUTH OF EAST WASHINGTON AVE); 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 28, 2021)

22. 10243 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR 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 SEPTEMBER 28, 2021)

23. 10244 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.742-ACRE TRACT OF LAND OUT OF LOT 1 AND ALL OF LOT 3, BLOCK 1, WEST 191 INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 2,205 FEET WEST OF WESTLAKE 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 4) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 28, 2021)

24. 10245 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 3, GATEWAY PLAZA, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 612 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 28, 2021)

PUBLIC HEARINGS

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

25. 10246 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

26. 10247 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON 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: NONE) (DEVELOPMENT SERVICES)

27. 10248 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 5, HOMESTEAD 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 WEST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 142 FEET SOUTH OF MISSISSIPPI 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)

28. 10249 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO REZONE A 0.83-ACRE TRACT OF LAND OUT OF SECTION 26, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH EDWARDS STREET AND MISSISSIPPI 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)

MISCELLANEOUS

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.

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
MINUTES
September 28, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., September 28, 2021.

Council Members present:	Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	Patrick Payton
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

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

OPENING ITEMS

1. Invocation – Pastor Bob Pase, Grace Lutheran Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation to Saint Ann's Catholic Church for the "125th Anniversary of the Parish Founding"

   3b. Presentation of Proclamation for “National Recovery Month”

CONSENT AGENDA

Spencer Robnett moved to approve the Consent Agenda items 4-17, excluding item(s) 5, 12, 14; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Robnett, Trost, Dufford, Norman, Ladd, Blong

DRAFT

NAY: None
ABSTAIN: None
ABSENT: Payton

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR CITY COUNCIL MEETING OF SEPTEMBER 14, 2021.

6. 2021-123 – RESOLUTION AWARDING A CONTRACT FOR THE LABORATORY INFORMATION MANAGEMENT SYSTEM TO PROMIUM, LLC, IN THE AMOUNT OF $145,367.00; AND APPROVING $20,000.00 FOR CONTINGENCIES (DISTRICT: NONE) (GENERAL SERVICES)

7. 2021-124 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS NEEDED FOR THE TREATMENT OF DRINKING WATER FOR FISCAL YEAR 2022 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $2,195,113.50 (DISTRICT: NONE) (GENERAL SERVICES)

8. 2021-125 – RESOLUTION APPROVING THE SELECTION OF DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC., HALFF ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC., DOING BUSINESS AS PARKHILL, STANTEC CONSULTING SERVICES, INC., AND WESTWOOD PROFESSIONAL SERVICES, INC. TO ASSIST THE ENGINEERING SERVICES DEPARTMENT BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND SERVICES PROVIDED IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED THREE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $200,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $500,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

9. 2021-126 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JUSTICE BENEFITS, INC., TO PROVIDE FEDERAL REIMBURSEMENT OPPORTUNITIES AND CONSULTANT SERVICES FOR THE HEALTH AND SENIOR SERVICES DIVISION OF THE COMMUNITY SERVICES DEPARTMENT (DISTRICT: NONE) (GENERAL SERVICES)

10. 2021-127 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2022 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $168,964.00 (DISTRICT: NONE) (GENERAL SERVICES)

DRAFT

11. 2021-128 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF STANDING SEAM METAL ROOFING AT FIRE STATION 6 FOR A TOTAL COST OF $195,049.25; APPROVING $4,950.75 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 4) (GENERAL SERVICES)

13. 131-2021 – MOTION REJECTING THE SOLE BID FOR TURF AND LANDSCAPE MAINTENANCE SERVICES; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO: (I) REISSUE OF A REQUEST FOR PROPOSALS FOR TURF AND LANDSCAPE MAINTENANCE SERVICES PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN THE REQUEST FOR PROPOSALS, AND (II) NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

15. 2021-130 – RESOLUTION ESTABLISHING THE DATES OF THE REGULAR CITY COUNCIL MEETINGS TO BE HELD DURING THE CALENDAR YEAR 2022 (DISTRICT: NONE) (CITY MANAGER)

16. 132-2021 – MOTION AUTHORIZING AND EXECUTING A RIGHT-OF-WAY LICENSE (21-329-036) BETWEEN THE CITY OF MIDLAND AND DCP OPERATING COMPANY, LP., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

17. 133-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-037) WITH ENDEAVOR ENERGY RESOURCES, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 11,12,13 AND 14, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

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

5. 2021-122 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH AXON ENTERPRISE, INC., FOR THE BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT THROUGH BUYBOARD AT A TOTAL COST OF $822,963.38 (DISTRICT: NONE) (GENERAL SERVICES)

Council Member Norman asked if this is an upgrade to the system. Chief Information Officer Jennifer Frescaz reported it increases the number of body cameras. The price for the first five-year term is over.

Michael Trost moved to approve Resolution No. 2021-122; seconded by Jack Ladd.

The motion passed by the following vote:

DRAFT

AYE: Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: Payton

12. 130-2021 – MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN TURF AND LANDSCAPE MAINTENANCE SERVICES CONTRACT FOR CITY PARKS AND OTHER MUNICIPAL SITES WITH ALLDREDGE GARDENS, LP; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE CONTRACT TERM THROUGH OCTOBER 31, 2021 (DISTRICT: ALL) (GENERAL SERVICES)

Council Member Norman asked if this was to extend the contract. Community Services Director Cristina Odenborg reported this will extend the contract by one month. She clarified this may be broken into several contracts in the future. When asked what could happen if they are not properly doing their job, Ms. Odenborg clarified that per the contract, it can be terminated with 60 days notice.

Michael Trost moved to approve Motion No. 130-2021; seconded by John Norman.

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

14. 2021-129 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM STERLING MCCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $567,262.00 (DISTRICT: NONE) (GENERAL SERVICES)

Fire Chief Chuck Bluemenauer reported they have been purchasing the standard ambulance box from Sterling McCall in Houston Texas for the last 15 years. Sterling McCall bids on the state contract each year and is able to do so in bulk. He added that no local company has ever bid on the ambulances.

John Norman moved to approve Resolution No. 2021-129; seconded by Spencer Robnett.

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

SECOND READINGS

18. 10218 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.093-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 31, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT

DRAFT

(GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CHAMPIONS DRIVE AND NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10218.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is the second reading for a zone change to allow for the future development of a shopping center.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10218; seconded by Michael Trost.

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

19. 10235 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 90 FEET NORTH OF KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 14, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10235.

John Norman moved to approve the second and final reading of Ordinance No. 10235; seconded by Jack Ladd.

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

20. 10236 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,774-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MESA VERDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING

DRAFT

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 4) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 14, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10236.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10236; seconded by John Norman.

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

21. 10237 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,081-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE 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 14, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10237.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10237; seconded by John Norman.

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

22. 10238 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY

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DWELLING DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH); 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 14, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10238.

John Norman moved to approve the second and final reading of Ordinance No. 10238; seconded by Jack Ladd.

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

23. 10239 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 39, GREENWOOD 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 WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 162 FEET NORTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 14, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10239.

John Norman moved to approve the second and final reading of Ordinance No. 10239; seconded by Jack Ladd.

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

24. 10240 – AN ORDINANCE AMENDING THE CITY OF MIDLAND'S DROUGHT CONTINGENCY PLAN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (UTILITIES) (FIRST READING HELD SEPTEMBER 14, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10240.

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Michael Trost moved to approve the second and final reading of Ordinance No. 10240; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

25. 10241 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; 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. 10241.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is for the expansion of their kennels and requires a specific use designation. No letters of opposition have been received.

Mayor Pro Tem Blong opened the public hearing at 10:33 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Michael Trost moved to approve the first of two readings of Ordinance No. 10241; seconded by Jack Ladd.

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

26. 134-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MUSTANG 115 MIPA UNIT H115LS; MUSTANG 115 MIPA UNIT H115WA; MUSTANG 120 MIPA UNIT H120WB; MUSTANG 125 MIPA UNIT H125WA; MUSTANG 130 MIPA UNIT H130LS; MUSTANG 130 MIPA UNIT H130WB; MUSTANG 135 MIPA UNIT H135WA; AND MUSTANG 140 MIPA UNIT H140WB; SAID WELLS BEING

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GENERALLY LOCATED BETWEEN 1,575 FEET AND 1,697 FEET EAST OF RANKIN HIGHWAY AND BETWEEN 510 FEET AND 625 FEET SOUTH OF I-20 (DISTRICT 2) (DEVELOPMENT SERVICES)

Oil and Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting that one letter of objection was received on this item. There is already one well on this location and the tank battery is to the south. No variance is needed because it is outside of the 500-foot radius but the objection is inside the 860-foot notification radius.

Mayor Pro Tem Blong opened the public hearing at 10:38 a.m.

Brian Ball was called to speak but was only present if there were questions.

There being no one else wishing to speak, the public hearing was closed at 10:38 a.m. This was a public hearing only.

27. 135-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: INTERSTATE 5-32 UNIT 2 #153; INTERSTATE 5-32 UNIT 2 #154; INTERSTATE 5-32 UNIT 2 #162; INTERSTATE 5-32 UNIT 2 #163; INTERSTATE 5-32 UNIT 2 #172; INTERSTATE 5-32 UNIT 2 #173; INTERSTATE 5-32 UNIT 2 #174; INTERSTATE 5-32 UNIT 2 #182; INTERSTATE 5-32 UNIT 2 #183; INTERSTATE 5-32 UNIT 2 #252; INTERSTATE 5-32 UNIT 2 #261; AND INTERSTATE 5-32 UNIT 2 #281; SAID WELLS BEING GENERALLY LOCATED BETWEEN 204 FEET AND 205 FEET SOUTH OF WEST I-20 SERVICE ROAD AND BETWEEN 415 FEET AND 994 FEET EAST OF SOUTH COUNTY ROAD 1220 EXTENSION (DISTRICT 2) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting the applicant is asking for variances on five of the wells for spacing with the closest being 344 feet from a residence. One notice of objection has been received for all twelve wells from the same resident for property valuations, safety and noise concerns. This is the first time that an oil company is asking for a variance for being inside the 500-foot radius of an existing house. They have completed a sound study and will be putting in sound walls. The tank battery is in the county to the south. There will be two groups of wells. Only one of the groups needs the variance. Today is only a public hearing.

Mayor Pro Tem Blong opened the public hearing at 10:46 a.m.

Gloria Salazar, 2504 Candle Tree Cove, who owns the property located at 2701 Jasmine Drive, read a statement about Endeavor Energy noting they plan to drill 50 feet north of her property. Endeavor is willing to finance a stay in a hotel for six weeks. She feels this is a blatant unjust proposal. She addressed concerns to increased heavy commercial traffic, detrimental affects on Jasmine Drive, health and safety concerns as well as interruption of the peaceful use of her property for years to come. She fears this will devalue her property up to 75% and expressed concern of the imbalance of a multi-million dollar company versus a private property owner. She is not opposed to finding a solution. The compensation they are offering is not adequate. She asked Council to vote no on granting Endeavor a variance.

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Robert Rendall, 6 Desta Drive, reported they have had considerable discussion and negotiations trying to find a compromise on a financial payment to Ms. Salazar. All other owners have settled with reasonable payments. He pointed out that Ms. Salazar does not live at the location. There are 12 wells and only five need the variance for about 120 feet. They cannot move to the north because there is a pipeline located there. To access the minerals, this is about the only location they can drill. They are willing to continue to work with Ms. Salazar as they have been trying for several months. There has been a lot of precedent for drilling in this area and there have been no accidents.

There being no one else wishing to speak, the public hearing was closed at 11:09 a.m.

28. 10242 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH & FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 192 FEET SOUTH OF EAST WASHINGTON AVE); 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. 10242.

Mayor Pro Tem Blong opened the public hearing at 11:10 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Michael Trost moved to approve the first of two readings of Ordinance No. 10242; seconded by Spencer Robnett.

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

29. 10243 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR 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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10243.

DRAFT

Development Services Director Chuck Harrington gave a brief overview of the item noting this will provide services to senior citizens. Planning and Zoning approved this on September 7 and staff recommends approval.

Mayor Pro Tem Blong opened the public hearing at 11:13 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Michael Trost moved to approve the first of two readings of Ordinance No. 10243; seconded by John Norman.

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

30. 10244 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.742-ACRE TRACT OF LAND OUT OF LOT 1 AND ALL OF LOT 3, BLOCK 1, WEST 191 INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 2,205 FEET WEST OF WESTLAKE 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 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10244.

Mayor Pro Tem Blong opened the public hearing at 11:14 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10244; seconded by Jack Ladd.

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

31. 10245 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 3, GATEWAY PLAZA, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 612 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); 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

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ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10245.

Development Services Director Chuck Harrington gave a brief overview of the item noting this location was originally set for residential and now it will be new development for trampoline entertainment.

Mayor Pro Tem Blong opened the public hearing at 11:16 a.m.

Andrew Mellen, Maverick Engineering, reported this is not the same builder or owner as the trampoline park in Odessa. In his opinion, this one will be better. The secondary purpose of this facility is for Olympic training purposes.

There being no one else wishing to speak, the public hearing was closed at 11:18 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10245; seconded by Jack Ladd.

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

32. 2021-131 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET AND CONCERT ON LOTS 1-12, BLOCK 56, A 0.57-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY ADJACENT TO SAID LOTS, AND A 0.57-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY ADJACENT TO BLOCK 55, ALL OUT OF ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST TEXAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting this is the final step. A solution was found by using the nearby parking lot. Council Member Robnett asked what is the recourse if the applicant does not carry out his duties. City Attorney John Ohnemiller reported that the Temporary Land Use is quite clear; Council has the ability to revoke. Mr. Harrington concluded that their issues about trash pick up and restroom facility use have been addressed and both parties are in agreement. Council Member Robnett asked about use of the sidewalk in front of the book store. Mr. Harrington reported that it is a separate matter and they are working with the applicant on that item.

Mayor Pro Tem Blong opened the public hearing at 11:24 a.m.

Lauren Johnston, 3406 Sinclair, reported that Texas Street is no longer on the application which will not barricade in the park. They have agreed to share the custodial costs as that is a legitimate concern of the park. Although Council previously approved October and

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November, they will be implementing the agreed items now. Discussion ensued about how they will handle vehicles left in the parking lot prior to their events.

Scott Kidwell thanked Council for their patience and help noting he appreciated the partnership.

There being no one else wishing to speak, the public hearing was closed at 11:30 a.m

Spencer Robnett moved to approve Resolution No. 2021-131; seconded by John Norman.

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

MISCELLANEOUS

33. 136-2021 – MOTION GRANTING CACTUS SIGN COMPANY'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 4, BLOCK 7, HIGHLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 72 FEET NORTH OF WEST COWDEN AVENUE (DISTRICT 2) (DEVELOPMENT SERVICES)

Council Member Robnett asked what is allowed and what is being requested on this sign. Development Services Director Chuck Harrington reported that electronic message board sizes are allowed up to 15% of the total area allowed for signage. In this case it is 42 square feet. This just exceeds that limit. He noted that the sign ordinance should be addressed for electronic message boards.

Mike Galbraith, owner of Cactus Sign, reported they can use 3 X 6 and they are asking for a 3 X 7 electronic message board.

Spencer Robnett moved to approve Motion No. 136-2021; seconded by Scott Dufford.

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

34. 137-2021 – MOTION GRANTING CACTUS SIGN COMPANY'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH FRONTAGE ROAD) (DISTRICT 3) (DEVELOPMENT SERVICES)

Neil Dufford, 1901 Brunson Avenue, reported they have asked for a variance. It will be

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painted blue which goes with their overall tailgate theme for the venue. Cities all over the state of Texas are using shipping containers as they will be using for this facility. They just had their soft opening and had about 500 people in attendance. As far as requesting this variance, this Council has granted a lot of variances over the past few years. He reviewed several of those variances. He is not asking Council to change the Ordinance or the codes, but is asking for a variance. Council Member Robnett asked if it was fair to say, this is more temporary in nature. Mr. Dufford confirmed that statement was correct.

There being no one else wishing to speak, the public hearing was closed at 11:43 a.m.

Michael Trost moved to approve Motion No. 137-2021; seconded by Spencer Robnett.

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

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

Michael Trost moved to defer making appointments until the next meeting; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Robnett, Trost, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: Payton, 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.)

Ross Schumann, 4003 Gleneagles Court, recently discovered there were generators installed at a majority of the fire stations but they have not been connected. He has been informed that the installation is quickly approaching after one year but they are not connected to the buildings. Two of the fire stations went without power while the new generators sat there not being used. At least one has been installed incorrectly as it should be connected to the other side of the building. He has placed a few calls but has not received a response. It seems when the generators were installed they were missing a funding source for connecting them to the buildings. He would like to know what are the next steps that will be taken to ensure that our emergency services are intact. Mayor Pro Tem Blong noted that because of the nature of public comment they cannot respond but City staff will follow up.

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EXECUTIVE SESSION

Mayor Pro Tem Blong recessed the meeting to go to Executive Session at 11:49 a.m.

37. 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.

All the business at hand having been completed, the meeting adjourned at 12:40 p.m

PASSED AND APPROVED October 12, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: RESOLUTION NOMINATING ROBERT MCNAUGHTON FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT (DISTRICT: NONE) (FINANCE)

Purpose:

The terms of the five (5) member Board of Directors of the Midland County Appraisal District (MCAD) will expire at the end of this year. The recommendation from City Staff is to nominate Bob McNaughton, our current representative, for another term on the MCAD Board of Directors.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The terms of the five (5) member Board of Directors of the Midland County Appraisal District (MCAD) will expire at the end of this year. Accordingly, the City, along with the County, School Districts, and Junior College Districts can nominate individuals to serve on the MCAD Board.

The attached letter from Jerry Bundick, Chief Appraiser with the Midland County Appraisal District, provides a timeline and details of the process.

City Staff recommends nominating Bob McNaughton to be placed on the ballot to serve on the

MCAD Board.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION NOMINATING ROBERT MCNAUGHTON FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT

WHEREAS, pursuant to the Texas Tax Code, it is incumbent upon the City Council to make nominations for the Board of Directors of the Midland Central Appraisal District;

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

SECTION ONE. That the following person is hereby nominated for membership on the Board of Directors of the Midland Central Appraisal District:

Robert McNaughton
4506 Teakwood Trace
Midland, Texas 79707

SECTION TWO. That the City Manager shall deliver a copy of this resolution to the Chief Appraiser of the Midland Central Appraisal District.

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., 2021, 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:

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND CENTRAL APPRAISAL DISTRICT
4631 ANDREWS HWY.
P. O. BOX 908002 MIDLAND, TEXAS 79708-0002
(432) 699-4991 FAX (432) 689-7185

JERRY BUNDICK
RPA, RTA
Chief Appraiser

September 21, 2021

Mayor Patrick Payton
City of Midland
P O Box 1152
Midland, TX 79702

Dear Mayor Payton,

It is time once again to begin the selection process for the Appraisal District's Board of Directors. Only County, City and School districts, and Junior College districts, can cast ballots for directors. The five directors chosen will serve a two-year term beginning in January 2022. The directors will be sworn in at our January 11, 2022 meeting.

Your current representative is: **Bob McNaughton.** 10/8/19 Res 2019-306

To be eligible to serve on the Board of Directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit in the district.

An individual is ineligible to serve on the Appraisal District Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Article 5996h, Revised Statutes, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property for compensation in proceedings under this title in the Appraisal District.

The presiding officer of each unit must submit a written resolution to the Chief Appraiser that includes the names and addresses of each unit's nominees by October 15 or as soon thereafter as practical. Each voting unit may nominate a candidate for each position filled.

By October 30, or as soon thereafter as practical, the Chief Appraiser will prepare a ballot listing the nominees alphabetically by each candidate's last

name. The Chief Appraiser will deliver a copy of this ballot to the presiding officer of the governing body of each voting unit.

Before November 15, or as soon thereafter as practical, each voting unit will cast its votes by written resolution and submit it to the Chief Appraiser. A voting unit must cast its votes for a person nominated. There is no provision for write-in candidates. The Chief Appraiser may not count votes cast for someone not listed on the official ballot.

Chief Appraiser will count the votes from the voting units and declare the candidates who received the largest vote totals. The Chief Appraiser will notify all taxing units (voting and non-voting) and all candidates (winners and losers) of the outcome. This will occur as soon as all votes from all voting units are received.

Enclosed please find a calculation of the number of votes that each voting unit may cast, and a Resolution that may be used in the nomination process.

If you have any questions regarding the selection of directors for the Appraisal District, please do not hesitate to give me a call.

Sincerely,

Jerry M. Bundick

Jerry M. Bundick, RPA, RTA
Chief Appraiser

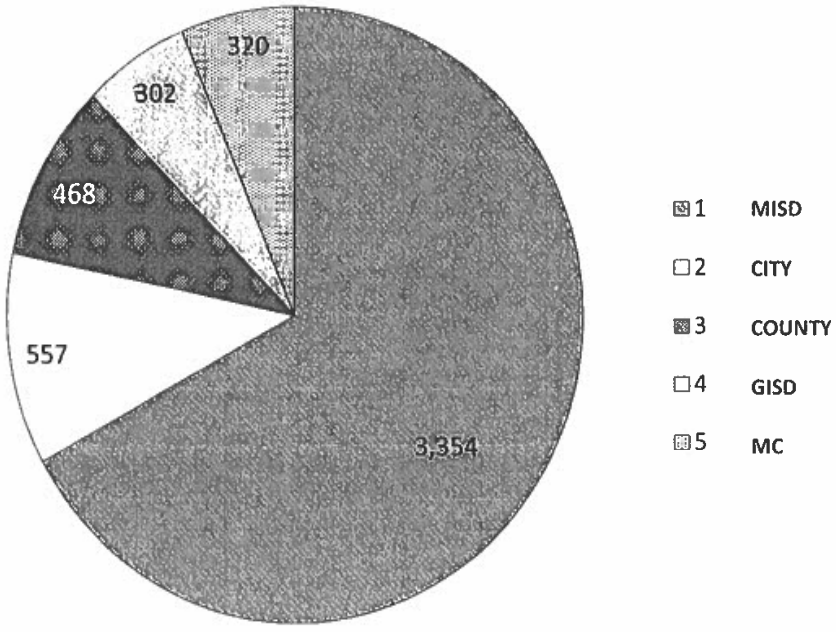
Enclosure

cc: Mr. Robert Patrick, City Manager
Ms. Jamie Radcliff, Budget Manager

CALCULATION OF VOTES FOR MIDLAND CENTRAL APPRAISAL DISTRICT

BOARD OF DIRECTORS FOR 2022 & 2023

JURISDICTION		2020 TAX LEVY	PERCENTAGE OF TOTAL LEVY	NUMBER OF VOTES
MIDLAND I S D	$	366,666,747.00	67.09%	3,354
CITY OF MIDLAND	$	60,897,428.00	11.14%	557
MIDLAND COUNTY	$	51,111,940.00	9.35%	468
GREENWOOD I S D	$	32,957,936.00	6.03%	302
MIDLAND COLLEGE	$	34,905,160.00	6.39%	320
TOTAL	$	546,539,211.00	100.00%	5,000



RESOLUTION NO._____

RESOLUTION NOMINATING CANDIDATES FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, pursuant to the Tax Code, Section 6.03, it is incumbent upon the City Council of the City of Midland to make nominations for the Board of Directors of the Midland Central Appraisal District;

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

SECTION ONE. That the following persons are hereby nominated for membership on the Board of Directors of the Midland Central Appraisal District:

NAME	ADDRESS	TELEPHONE #
1.		
2.		
3.		

SECTION TWO. That the City Council of the City of Midland, deliver a copy of this resolution to the Chief Appraiser of the Midland Central Appraisal District .

On motion of Board member _____, seconded by Board 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., 2021 by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

_____
Mr. Patrick Payton
Mayor

ATTEST:

_____
City Secretary

City Council Meeting

Item Number: 6

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FROM WARREN POWER & MACHINERY, INC., DBA WARREN CAT OF ODESSA, TEXAS, AT A TOTAL COST OF $722,360.00 THROUGH BUYBOARD (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of one (1) Caterpillar model 745 Articulated Dump Truck from Warren Power & Machinery, Inc. dba Warren Cat through Buyboard contract 597-19 for a cost of $722,360.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $722,360 is available in the Garage Fund Operating Budget

Discussion:

Staff recommends purchasing a Caterpillar model 745 Articulated Dump Truck from Warren Power & Machinery, Inc. dba Warren Cat through Buyboard contract 597-19. We are members of the Buyboard 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. This unit is a replacement for the Landfill Division. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Caterpillar model 745 Articulated Dump Truck from Warren Power & Machinery, Inc. dba Warren Cat through Buyboard contract 597-19 for a cost of $722,360.00.

Tina Daugherty

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board # 597-19 for a Caterpillar model 745 Articulated Dump Truck

DATE: 09/16/2021

Fleet services is requesting the purchase of (1) Caterpillar model 745 Articulated Dump Truck as a replacement for a unit that has gone beyond its serviceable life. Budgeted amount for FY 2022 is $725,000 for (1) one Caterpillar Articulated Truck. The purchasing amount through Buy Board # 597-19 is $722,360 for (1) Caterpillar Articulated Truck from Warren Caterpillar.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FROM WARREN POWER & MACHINERY, INC., DBA WARREN CAT OF ODESSA, TEXAS, AT A TOTAL COST OF $722,360.00 THROUGH BUYBOARD

WHEREAS, the Buyboard is a cooperative purchasing agency with which the City participates on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Warren Power & Machinery, Inc., dba Warren Cat of Odessa, Texas, submitted a total proposed cost to the City of $722,360.00 for the purchase of a Caterpillar Model 745 Articulated Dump Truck through Buyboard, 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 Warren Power & Machinery, Inc., dba Warren Cat of Odessa, Texas, through Buyboard for a Caterpillar Model 745 Articulated Dump Truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Caterpillar Model 745 Articulated Dump Truck through Buyboard;

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 Caterpillar Model 745 Articulated Dump Truck from Warren Power & Machinery, Inc., dba Warren Cat of Odessa, Texas, through Buyboard for a total cost of $722,360.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Warren Power & Machinery, Inc., dba Warren Cat of Odessa, Texas, for said Caterpillar Model 745 Articulated Dump Truck from funds available in the Garage 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., 2021, 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

WARREN CAT

Buy Board Contract # 597-19

Quote 253218-01

September 15, 2021

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: MARTIN NAVARRETE

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 745 Articulated Trucks with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C114344 **SERIAL NUMBER:** 03T603056 **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

STANDARD EQUIPMENT

POWERTRAIN -Auto shift transmission with nine -forward and two reverse speeds -Automatic Traction Control -Cat C18 engine with ACERT technology --Engine will be certified and labelled -for emissions compliance as required -for the region of sale - Differentials, standard with auto -clutched cross-axle differential locks -for all axles -Engine compression brake -Oil cooled brakes, enclosed -Fluid sampling valves -Three axle, six wheel drive, six -wheel brake -Machine speed limiter -Auto retarder control (ARC) - Hill assist -Waiting brake -

ELECTRICAL -Electrical system: 24 volt, 10A 24 to -12 volt convertor -Headlights, four -Lights: cab interior, front, side and -rear, two reversing/working, two -stop/tail and width marker -Hood raise and lower switch -

OPERATOR ENVIRONMENT -Air conditioning with R134A refrigerant -Air vents, adjustable -Radio ready -Colour Multi-Purpose Display (CMPD), -including cycle counter, rear view -camera and screen -Electro hydraulic hoist control -Glass windows, laminated and tinted -front, toughened and tinted rear -Heater and defroster with four-speed fan -Horn, electric -Operator and passenger grab handles -ROPS/FOPS cab with full instrumentation -Seat, fully adjustable, air suspension -Seat, padded companion/trainer -Seat belts, two retractable -Secondary steering -Storage: two cup holders, flask -receptacle, under seat storage, door -pocket, behind seat storage, coat hook -Sun visor -Tilt and telescopic steering wheel -Front windshield wiper and washer, -intermittent -Rear wiper -

OTHER STANDARD EQUIPMENT -Back up alarm -Body, adapted for exhaust heat -Guards: rear window and radiator, -crankcase and axle -Mirrors, main, auxiliary, left and right -Mud flaps, body mounted -Spill guard, front, integral part of -fabricated body - Starting receptacle, electric, remote -Towing eyes front -Vandalism protection: lockable caps for -fuel tank and hydraulic oil tank - Fully raised body lock -

MACHINE SPECIFICATIONS

745-04A ARTICULATED TRUCK	482-0372
CHASSIS, STANDARD	491-8577
TIRES, 29.5R25 BS ** VLTA E-3	451-7036
FENDER COVER	487-5083
PRODUCT LINK, CELLULAR PLE641	481-8888
BODY, STANDARD	544-6283
TANK, STANDARD FUEL	517-2530
AID, STARTING, STANDARD	493-8967
LUBRICATION, MANUAL	542-1058
NO SOUND SUPPRESSION	493-8938
NO MACHINE SECURITY SYSTEM	480-1971
NO ROOF LIGHTS	480-1973
HEATER, ENGINE COOLANT, 120V	377-1330
FUEL ADDITIVE, ANTI WAX	320-5940
MIRROR, STANDARD	480-7004
ANTIFREEZE, -36C (-33F)	377-1338
AM/FM RADIO (BLUETOOTH READY)	480-1980
NO PAYLOAD	485-0336
SEAT BELT, W/ INDICATION	566-5659
TAILGATE, SCISSOR	526-2725
ROLL ON-ROLL OFF	0P-9918
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM GROUP, ANSI	484-6479
EXHAUST, STANDARD	526-4109
ROW ENGINE ARRANGEMENT	563-9785
LANE 3 ORDER	0P-9003
CERT EMISSIONS, OTHER REG	361-1879

Autolube

SELL PRICE	$722,360.00
NET BALANCE DUE	**$722,360.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$722,360.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	745-60 MO/10000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Odessa

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$722,360.00	$722,360.00

Accepted by _____ on _____

Signature

WARREN CAT

Buy Board Contract # 597-19

Quote 253218-01

September 15, 2021

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

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We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

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OPERATOR ENVIRONMENT -Air conditioning with R134A refrigerant -Air vents, adjustable -Radio ready -Colour Multi-Purpose Display (CMPD), -including cycle counter, rear view -camera and screen -Electro hydraulic hoist control -Glass windows, laminated and tinted -front, toughened and tinted rear -Heater and defroster with four-speed fan -Horn, electric -Operator and passenger grab handles -ROPS/FOPS cab with full instrumentation -Seat, fully adjustable, air suspension -Seat, padded companion/trainer -Seat belts, two retractable -Secondary steering -Storage: two cup holders, flask -receptacle, under seat storage, door -pocket, behind seat storage, coat hook -Sun visor -Tilt and telescopic steering wheel -Front windshield wiper and washer, -intermittent -Rear wiper -

OTHER STANDARD EQUIPMENT -Back up alarm -Body, adapted for exhaust heat -Guards: rear window and radiator, -crankcase and axle -Mirrors, main, auxiliary, left and right -Mud flaps, body mounted -Spill guard, front, integral part of -fabricated body - Starting receptacle, electric, remote -Towing eyes front -Vandalism protection: lockable caps for -fuel tank and hydraulic oil tank - Fully raised body lock -

MACHINE SPECIFICATIONS

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CHASSIS, STANDARD	491-8577
TIRES, 29.5R25 BS ** VLTA E-3	451-7036
FENDER COVER	487-5083
PRODUCT LINK, CELLULAR PLE641	481-8888
BODY, STANDARD	544-6283
TANK, STANDARD FUEL	517-2530
AID, STARTING, STANDARD	493-8967
LUBRICATION, MANUAL	542-1058
NO SOUND SUPPRESSION	493-8938
NO MACHINE SECURITY SYSTEM	480-1971
NO ROOF LIGHTS	480-1973
HEATER, ENGINE COOLANT, 120V	377-1330
FUEL ADDITIVE, ANTI WAX	320-5940
MIRROR, STANDARD	480-7004
ANTIFREEZE, -36C (-33F)	377-1338
AM/FM RADIO (BLUETOOTH READY)	480-1980
NO PAYLOAD	485-0336
SEAT BELT, W/ INDICATION	566-5659
TAILGATE, SCISSOR	526-2725
ROLL ON-ROLL OFF	0P-9918
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM GROUP, ANSI	484-6479
EXHAUST, STANDARD	526-4109
ROW ENGINE ARRANGEMENT	563-9785
LANE 3 ORDER	0P-9003
CERT EMISSIONS, OTHER REG	361-1879

Autolube

SELL PRICE	$722,360.00
NET BALANCE DUE	**$722,360.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$722,360.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	745-60 MO/10000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Odessa

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$722,360.00	$722,360.00

Accepted by _____ on _____

Signature

Vendor Contract Information Summary

Vendor Name	Warren Cat
Contact	Brian Hutcheson
Phone Number	8067483736
Email	brian.hutcheson@warrencat.com
Website	www.warrencat.com
Federal ID	74-2765226
Accepts RFQs	Yes
Address Line 1	702 East Slaton Rd.
Vendor City	Lubbock
Vendor Zip	79404
Vendor State	TX
Vendor Country	USA
Delivery Days	180
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	9, 14, 15, 16, 17, 18
States Served	Oklahoma, Texas
Contract Name	Construction, Road and Bridge, Ditching, Trenching, and Other Equipment
Contract #	597-19
Effective Date	12/01/2019
Expiration Date	11/30/2022
Quote Reference Number	597-19
Return Policy	No written policy
Additional Dealers	Warren CAT, Abilene, TX

Vendor Contract Information Summary

Additional Info null

City Council Meeting

Item Number: 7

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF AN AERIAL BUCKET TRUCK FROM ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY THROUGH BUYBOARD AT A TOTAL COST OF $148,788.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of an Aerial Bucket Truck from Caldwell Country Ford dba Rockdale Country Ford through Buyboard contract 601-19 for a cost of $148,788.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $148,788 is available in the Garage Fund Operating Budget.

Discussion:

Staff recommends the purchase of an Aerial Bucket Truck for the Traffic Services Division. This aerial truck is available through Buyboard contract 601-19. We are members of the Buyboard 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. This unit is a replacement for a unit that has gone beyond its serviceable life. The Fiscal Year 2022 budget is $160,000.00 for one (1) aerial bucket truck. Please see the attached memo from Manuel Salinas, Garage Superintendent for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of an Aerial Bucket Truck from Caldwell Country Ford dba Rockdale Country Ford through Buyboard contract 601-19 for total cost a of $148,788.00.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board # 601-19 for the purchase of a Versalift aerial bucket truck

DATE: 09/15/2021

Fleet services is requesting the purchase of (1) one Versalift aerial bucket truck as a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FYI 2022 is $160,000 for (1) one Versalift aerial bucket truck. The purchasing amount will be $ 148,788 for (1) one Versalift aerial bucket truck through Buy Board # 601-19 from Versalift and Rockdale Country Ford.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF AN AERIAL BUCKET TRUCK FROM ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY THROUGH BUYBOARD AT A TOTAL COST OF $148,788.00

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Rockdale Country Ford dba Caldwell Country has submitted a total proposed cost to the City of $148,788.00 for the purchase of an aerial bucket truck, through Buyboard, 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 Rockdale Country Ford dba Caldwell Country for said aerial bucket truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase an aerial bucket truck from Rockdale Country Ford dba Caldwell Country through Buyboard;

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 said aerial bucket truck, through Buyboard, at a total cost of $148,788.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Rockdale Country Ford dba Caldwell Country for said aerial bucket truck from funds available in the Garage 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., 2021, 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

QUOTE# 001-VSW22685-R1 **CONTRACT PRICING WORKSHEET**

End User: CITY OF MIDLAND	Contractor: ROCKDALE COUNTRY
Contact Name: ELOY SALINAS SCOTT PYLE	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: MSALINAS@MIDLANDTEXAS.GOV SPYLE@MIDLANDTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-227-1755 MICHAEL JACKO	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: MIDLAND, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 14, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2022 FORD F550 F5G	

A Base Price & Options:	$53,210

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-SUPER CAB X5G, 19,500#GVWR, 6.7L-V8 DIESEL, 10-SPD AUTOMATIC W/PTO PROVISION, 4.88 LIMITED SLIP REAR AXLE DIFFERENTIAL, 225/70R-19.5G (6) (NO SPARE), 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, HD FRONT SUSPENSION, REAR VISION CAMERA PREP KIT, LOGISTICS 120 DAYS FLOOR PLAN	INCL		*2022 SUPER DUTY ORDER CUTOFF CURRENTLY LATE OCTOBER 2021* AFTER WOULD BE 2023 MODEL LATE FALL-WINTER 2022 PRODUCTION*	
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	VERSALIFT VST-47-MHI	$95,178			

Subtotal B	$95,178

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc…)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					$148,388
Quantity Ordered					1
Subtotal E					$148,388
F Non-Equipment Charges (Trade-In, Warranty, Etc…)					
BUY BOARD FEE					$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					$148,788
			Estimated Delivery Date:		360-480 DAYS APPX

QUOTE# 001-VSW22685-R1 **CONTRACT PRICING WORKSHEET**

End User: CITY OF MIDLAND	Contractor: ROCKDALE COUNTRY
Contact Name: ELOY SALINAS SCOTT PYLE	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: MSALINAS@MIDLANDTEXAS.GOV SPYLE@MIDLANDTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-227-1755 MICHAEL JACKO	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: MIDLAND, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 14, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2022 FORD F550 F5G	

A Base Price & Options:	$53,210

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-SUPER CAB X5G, 19,500#GVWR, 6.7L-V8 DIESEL, 10-SPD AUTOMATIC W/PTO PROVISION, 4.88 LIMITED SLIP REAR AXLE DIFFERENTIAL, 225/70R-19.5G (6) (NO SPARE), 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, HD FRONT SUSPENSION, REAR VISION CAMERA PREP KIT, LOGISTICS 120 DAYS FLOOR PLAN	INCL		*2022 SUPER DUTY ORDER CUTOFF CURRENTLY LATE OCTOBER 2021* AFTER WOULD BE 2023 MODEL LATE FALL-WINTER 2022 PRODUCTION*	
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	VERSALIFT VST-47-MHI	$95,178			

Subtotal B	$95,178

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					$148,388
Quantity Ordered					1
Subtotal E					$148,388
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					$148,788
			Estimated Delivery Date:		360-480 DAYS APPX

Vendor Contract Information Summary

Vendor Name	Caldwell Country Ford DBA Rockdale Country Ford, LLC
Contact	Averyt Knapp
Phone Number	9795676116
Email	aknapp@caldwellcountry.com
Website	www.rockdalecountryford.com
Federal ID	27-3037856
Accepts RFQs	Yes
Address Line 1	P.O. Box 72
Vendor City	Rockdale
Vendor Zip	76567
Vendor State	TX
Vendor Country	USA
Delivery Days	120
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract #	601-19
Effective Date	12/01/2019
Expiration Date	11/30/2022
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	601-19
Return Policy	Negotiable

Vendor Contract Information Summary

Additional Info null

City Council Meeting

Item Number: 8

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A SCHWARZE M6SE STREET SWEEPER FROM TEXAS WASTE EQUIPMENT DBA HEIL OF TEXAS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $283,777.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution awarding a purchase of one (1) Schwarze M6SE Street Sweeper from Texas Waste Equipment dba Heil of Texas through HGACBUY # SW04-20 for a cost of $283,777.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $283,777 is available in the Garage Fund Operating Budget.

Discussion:

Staff recommends the purchase of a one (1) Schwarze M6SE Street Sweeper for the Transportation Division. This street sweeper is available through HGACBUY # SW04-20. We are members of the HGACBUY 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. This street sweeper is a replacement to the fleet for a unit that has gone beyond its serviceable life. The Fiscal Year 2022 budget for this unit is $313,000.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Schwarze M6SE Street Sweeper from Texas Waste Equipment dba Heil of Texas through HGACBUY # SW04-20 for a total cost of $283,777.00.

Tina Dang

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGACBUY # SW04-20 for the purchase of a Schwarze M6SE Street Sweeper

DATE: 09/16/2021

Fleet services is requesting the purchase of (1) Schwarze M6SE Street Sweeper as a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FY 2022 is $313,000.00 for (1) Schwarze M6SE Street Sweeper. The purchasing amount through HGACBUY # SW04-20 for (1) one Schwarze M6SE Street Sweeper is $ 283,777.00 from Heil of Texas.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A SCHWARZE M6SE STREET SWEEPER FROM TEXAS WASTE EQUIPMENT DBA HEIL OF TEXAS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $283,777.00

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, Texas Waste Equipment dba Heil of Texas has submitted a total proposed cost to the City of $283,777.00 for the purchase of a Schwarze M6SE Street Sweeper 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 Texas Waste Equipment dba Heil of Texas through H-GAC for said street sweeper to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said street sweeper from Texas Waste Equipment dba Heil of Texas through H-GAC for a total cost of $283,777.00;

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 Schwarze M6SE Street Sweeper from Texas Waste Equipment dba Heil of Texas through H-GAC for a total cost of $283,777.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Texas Waste Equipment dba Heil of Texas for a Schwarze M6SE Street Sweeper from funds available in the Garage 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., 2021, 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

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-20	Date Prepared:	9/9/2021

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

Buying Agency:	City of Midland, Texas	Contractor:	Heil of Texas
Contact Person:		Prepared By:	Cody Garcfalos
Phone:		Phone:	832-245-8222
Fax:		Fax:	713-923-5522
Email:		Email:	codyg@heiloftexas.com

Product Code:	SW04-20B31	Description:	Schwarze M6SE Avalanche Variable High Dump Mechanical Street Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 184,995

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

Description	Cost	Description	Cost
Tube Type Main Broom	0	4 Rear Surface Mounted Strobes	365
In-Cab Pneumatic Main Broom Downpressure Controls	0	Rear Mounted LED Strobe with Limb Guard	0
In-Cab Main Broom Variable Speed Controls	0	Water Fill Strainer	485
Dual 49" Diameter Gutter Brooms	0	Remote Main Broom and Conveyor Grease Bank	780
In-Cab Dual Hydraulic Gutter Broom Tilt Controls	1820	Hydraulic Pressure Gauge at Valve Bank	180
In-Cab Dual Gutter Broom Extension Override Controls	0	12" Fender Mounted Parabolic Mirrors	415
In-Cab Gutter Broom Pneumatic Downpressure Controls	0	Freightliner M2 300HP Chassis w/Dual Steering & Gauges	96365
In-Cab Gutter Broom Variable Speed Controls	0	Air Ride Seats & Remote Control/Heated West Coast Mirrors	0
BeltType Conveyor System with 13 Rubber Cleats	0	AC, AM/FM Radio and Bendix AD9 Heated Air Dryer	0
In-Cab Conveyor Variable Speed Controls	0		
Single LCD Rear Vision Camera System - Cab Mounted	0	Subtotal From Additional Sheet(s):	
5.0 Cubic Yard Stainless Steel High Dump Debris Hopper	5210	Subtotal B:	105620

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

Description	Cost	Description	Cost
2021 Model Year Price Increase	7399		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	7399

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	298014	=	Subtotal D:	298014

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

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

Description	Cost	Description	Cost
Freight	3200		
Discount	-17,437		
		Subtotal F:	-14237

Delivery Date: 90-120 Days ARO **G. Total Purchase Price (D+E+F):** 283777

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-20	Date Prepared:	9/9/2021

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

Buying Agency:	City of Midland, Texas	Contractor:	Heil of Texas
Contact Person:		Prepared By:	Cody Garefalos
Phone:		Phone:	832-245-8222
Fax:		Fax:	713-923-5522
Email:		Email:	codyg@heiloftexas.com

Product Code:	SW04-20B31	Description:	Schwarze M6SE Avalanche Variable High Dump Mechanical Street Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 184,995

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

Description	Cost	Description	Cost
Tube Type Main Broom	0	4 Rear Surface Mounted Strobes	365
In-Cab Pneumatic Main Broom Downpressure Controls	0	Rear Mounted LED Strobe with Limb Guard	0
In-Cab Main Broom Variable Speed Controls	0	Water Fill Strainer	485
Dual 49" Diameter Gutter Brooms	0	Remote Main Broom and Conveyor Grease Bank	780
In-Cab Dual Hydraulic Gutter Broom Tilt Controls	1820	Hydraulic Pressure Gauge at Valve Bank	180
In-Cab Dual Gutter Broom Extension Override Controls	0	12" Fender Mounted Parabolic Mirrors	415
In-Cab Gutter Broom Pneumatic Downpressure Controls	0	Freightliner M2 300HP Chassis w/Dual Steering & Gauges	96365
In-Cab Gutter Broom Variable Speed Controls	0	Air Ride Seats & Remote Control/Heated West Coast Mirrors	0
BeltType Conveyor System with 13 Rubber Cleats	0	AC, AM/FM Radio and Bendix AD9 Heated Air Dryer	0
In-Cab Conveyor Variable Speed Controls	0		
Single LCD Rear Vision Camera System - Cab Mounted	0	Subtotal From Additional Sheet(s):	
5.0 Cubic Yard Stainless Steel High Dump Debris Hopper	5210	Subtotal B:	105620

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

Description	Cost	Description	Cost
2021 Model Year Price Increase	7399		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	7399

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	3%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	298014	=	Subtotal D:	298014

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

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

Description	Cost	Description	Cost
Freight	3200		
Discount	-17,437		
		Subtotal F:	-14237

Delivery Date:	90-120 Days ARO	G. Total Purchase Price (D+E+F):	283777

City Council Meeting

Item Number: 9

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING CONSULTING SERVICES TO THE AEGIS GROUP, LTD. (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the City Manager to negotiate and execute a contract for the Lobbying Consultant Services at the Federal Level.

Recommended City Council Action:

Directional

Fiscal Impact:

Funding is available in the General Fund Operating Budget.

Discussion:

Motion 065-2021 approved the issuance of a request of proposals for the Lobbying Consultant Services at the Federal Level. Request for proposals were sent to ten (10) institutions. We received three (3) proposals. The analysis committee met on September 8, 2021 and after a thorough review of the proposals, The Aegis Group, Ltd. of Washington, DC received the highest score. Therefore, please consider a resolution authorizing the City Manager to negotiate and execute a contract for the Lobbying Consultant Services at the Federal Level.

Tina Dawg

City Manager's Office

City of Midland - Bid Tabulation

BID # 21003698 **Lobbying Consultant Services at the Federal Level RFP** **OPENED** July 21, 2021 **Est. Cost:**			Conaway Graves Group 700 Pennsylvania Ave, SE Washington, D.C. 20003 Scott C. Graves 202-765-1334		The Aegis Group Ltd 2472 Belmont Road NW Washington, D.C. 20008 A. Mario Castillo 202-744-8199		The Normandy Group, LLC 1146 19*th Street NW Washington, D.C. 20036 Henry Bonilla 202-223-8950	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	12	Lobbying Consultant Services at the Federal Level RFP		$80,000- $120,000	$8,333.00	$99,996.00	$10,000.00	$120,000.00
		Per Year						
			Travel Expenses		Travel Expenses		Travel Expenses	
			$25 - $250 per month		City will be responsible		No additional expenses for services	
							rendered will be sought by Normandy	
							unless agreed upin by all parties.	
		TOTALS:		$80,000- $120,000		$ 99,996.00		$ 120,000.00

Bidding Summary:

10 **Bid requests were issued.**

3 **Bids listed above**

1 **NO BIDS were received.**

6 **Bidders did not respond.**

Exhibit A

RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING CONSULTING SERVICES TO THE AEGIS GROUP, LTD.

WHEREAS, the City Council approved Motion 065-2021, which authorized the issuance of a request for proposals for federal lobbying consulting services; and

WHEREAS, the most advantageous proposal was submitted by The Aegis Group, Ltd., as shown on the tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by The Aegis Group, Ltd., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a professional services agreement to The Aegis Group, Ltd., for federal lobbying consulting services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with The Aegis Group, Ltd., for federal lobbying consulting services. Said agreement 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 City Comptroller is hereby authorized and directed to pay The Aegis Group, Ltd., pursuant to the terms of said agreement from funds available in the General 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., 2021, 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

S:\Resolutions\Purchase\2021\Contracts\Award PSA - Federal Lobbyist.wpd

City of Midland - Bid Tabulation

BID # 21003698 **Lobbying Consultant Services at the Federal Level RFP** **OPENED** July 21, 2021 **Est. Cost:**			Conaway Graves Group 700 Pennsylvania Ave, SE Washington, D.C. 20003 Scott C. Graves 202-765-1334		The Aegis Group Ltd 2472 Belmont Road NW Washington, D.C. 20008 A. Mario Castillo 202-744-8199		The Normandy Group, LLC 1146 19*th Street NW Washington, D.C. 20036 Henry Bonilla 202-223-8950	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	12	Lobbying Consultant Services at the Federal Level RFP		$80,000- $120,000	$8,333.00	$99,996.00	$10,000.00	$120,000.00
		Per Year						
			Travel Expenses		Travel Expenses		Travel Expenses	
			$25 - $250 per month		City will be responsible		No additional expenses for services	
							rendered will be sought by Normandy	
							unless agreed upin by all parties.	
		TOTALS:		$80,000- $120,000		$ 99,996.00		$ 120,000.00

Bidding Summary:

10 **Bid requests were issued.**

3 **Bids listed above**

1 **NO BIDS were received.**

6 **Bidders did not respond.**

Lobbying Consultant Services at the Federal Level Analysis

Enter numbers in Blue in unshaded cells only.

Step 1 - Criteria.

Assign weights to each criteria to reflect its relative importance to your business.

Criteria	Weight
Qualifications and experience =	30
Rates and expenses =	30
Methodology including technical approach and understanding of the scope of the project. =	25
References =	15
Total	100

Step 2 - Grading scale for each criteria

Qualification of Firm	Qualifications of firm, specifically as they relate to similar Projects.
Team Experience on Similar Projects	Related project experience of firm and in particular the individuals who would be assigned to this Project.
Responsiveness to the RFQ	The provision of complete & thorough responses to all questions and adherence to all directions related to RFQ.
Professional References	The past performance and reputation of the responder.
Cost Control	Demonstrated ability for developing accurate cost estimates consistent with completed projects.
Financial Capability	Demonstrated financial capability to complete the project.

Step 3 - Compute a weighted score for each

Conaway Graves Group

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
lifications and experience =	30	0.50	15.00
Overall Score =	5		
Possible Total Score =	10		
Rates and expenses =	30	0.60	18.00
Overall Score =	6		
Possible Total Score =	10		
Methodology =	25	0.47	11.67
Overall Score =	5		
Possible Total Score =	10		
References =	15	0.60	9.00
Overall Score =	6		
Possible Total Score =	10		
			53.67

The Aegis Group Ltd

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
lifications and experience =	30	0.93	28.00
Overall Score =	9		
Possible Total Score =	10		
Rates and expenses =	30	0.93	28.00
Overall Score =	9		
Possible Total Score =	10		
Methodology =	25	0.93	23.33
Overall Score =	9		
Possible Total Score =	10		
References =	15	0.93	14.00
Overall Score =	9		
Possible Total Score =	10		
			93.33

The Normandy Group, LLC

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
lifications and experience =	30	0.90	27.00
Overall Score =	9		
Possible Total Score =	10		
Rates and expenses =	30	0.87	26.00
Overall Score =	9		
Possible Total Score =	10		
Methodology =	25	0.90	22.50
Overall Score =	9		
Possible Total Score =	10		
References =	15	0.93	14.00
Overall Score =	9		
Possible Total Score =	10		
			89.50
			Weighted Score

Lobbying Consultant Services at the Federal Level Highest Rating =

93.33

City Council Meeting

Item Number: 10

Meeting Date: October 12, 2021

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 $1,399,018.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing 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) #FS12-19 for the cost of $1,399,018.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $1,399,018 is available in the Garage 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) #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 2022 is $1,300,000.00. 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 the Houston-Galveston Area Council (H-GAC) #FS12-19 for a total cost of $1,399,018.00.

Tina Gaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGACBUY # FS12-19

DATE: 09/23/21

Fleet service is requesting the purchase of (1) one Quint Aerial Spartan as a replacement for a unit that has gone beyond its serviceable life. Budgeted amount for FY 22 is $1,300,000.00 for (1) one Quint Aerial Spartan. Purchasing amount for (1) Quint Aerial Spartan is $1,399,018.00.

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 $1,399,018.00

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., of Houston, Texas, has submitted a total proposed cost to the City of $1,399,018.00 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 $1,399,018.00;

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 $1,399,018.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Metro Fire Apparatus Specialists, Inc., for said cab pumper from funds available in the Garage 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., 2021, 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

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-19	Date Prepared:	9/21/2021

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

Buying Agency:	City of Midland (Fire Department)	**Contractor:**	Metro Fire Apparatus Specialists, Inc.
Contact Person:	David Stacy	**Prepared By:**	Brian Russell
Phone:	432-556-2769	**Phone:**	713-475-2411
Fax:		**Fax:**	713-475-2428
Email:	dstacy@midlandtexas.gov	**Email:**	brussell@mfas.com

Product Code:	EA03	**Description:**	75' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Tandem Axle

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $725,030

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

Description	Cost	Description	Cost
Total from Published Options Page	$507,039		
		Subtotal B:	$507,039

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

Description	Cost	Description	Cost
Total from Unpublished Options Page	$164,949		
		Subtotal C:	$164,949

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	13%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)						
Quantity Ordered:	1	**X Subtotal of A + B + C:**	$1,397,018	=	**Subtotal D:**	$1,397,018
E. H-GAC Order Processing Charge (Amount Per Current Policy)					**Subtotal E:**	$2,000

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

Description	Cost	Description	Cost
		Subtotal F:	$0

Delivery Date:	December 2022	**G. Total Purchase Price (D+E+F):**	$1,399,018

HGACBuy THE SMART PURCHASING SOLUTION

Exhibit A

PUBLISHED OPTIONS

Description	Cost	Description	Cost
1 - Gladiator Cab IPO Metro Star	$29,741	5 - LFD Cab Length	$10,895
8 - Cab Exterior Access Short Compt Behind Crew Doors	$4,186	10 - Change cab to 5" raised roof	$4,940
14 - Paint Cab Interior Sparliner	$3,257	18 - Change cab entry doors to barrier clear	$754
21 - Cab LH/RH Short EMS Compt with Exterior Access (2)	$8,052	27 - Add Multiplex Control Screen (2)	$4,336
285 - Cab and Body to be Multiplexed	$1,997	31 - Add Blue Sea Fuse Panel (2)	$1,124
35 - Upgrade Engine to 450 HP (Big Block) w/4000 Allison	$40,097	47 - Add Exhaust Removal System Adapter	$1,305
48 - Upgrade Transmission from 3000 EVS to 4000 EVS	$12,636	52 - Chassis Supplied PTO	$3,912
55 - Upgrade Fuel Filter/Water Separator with Light and Alarm	$715	56 - Fuel Cooler	$620
63 - Upgrade Front Tires, Wheels Suspension to IFS 24,000#	$21,336	68 - Upgrade Rear Tires, Wheels Susp.to axle rated up to 63k	$18,155
71 - Upgrade to Rear Air Suspension up to 62,000#	$9,971	72 - Change front wheels to aluminum	$802
73 - Change rear wheels to aluminum (2)	$3,512	74 - Upgrade to Michelin tires	$2,700
78 - Hub and Lug Nut Covers - Tandem	$575	84 - Disc Brakes w/ Tandem Rear Axle	$2,987
86 - Additional Air Reservoir	$548	87 - Add Air Inlet	$475
89 - Upgrade to painted frame rails	$2,822	92 - Extend Bumper to 21"	$2,132
95 - Upgrade Bumper to Severe Duty	$2,653	105 - Q2 Siren	$2,598
107 - Fire Bell	$3,654	111 - Manual Cab Tilt Pump	$398
112 - Power Windows	$2,619	118 - Upgraded Cab Floor Insulation	$4,689
124 - Upgrade Cab Interior to Metal	$3,780	137 - Add Cab Interior Mid Compartment	$3,996
139 - Change Seat to Air Ride	$783	146 - Expanded Seat Riser	$2,125
147 - Exterior Door Handles to Chrome	$996	162 - Upgrade Battery Boxes to SST	$2,252
167 - Upgrade Alternator to 360 A	$1,063	171 - Air Compressor for Cab Air System	$1,187
172 - Battery Charger	$1,389	174 - Auto Eject Inlet - 30 A	$890
175 - Upgrade Headlights to LED	$1,560	180 - Additional Cab Interior Dome Lamp (2)	$1,042
192 - LED Stick Water Gauges - Pair	$1,479	200 - Pre-Emption GPS	$5,964
203 - Back-Up Camera System	$1,200	204 - Add Side Camera to Back-Up Camera System	$400
207 - Auxiliary Speedometer	$590	208 - Weatherband Radio	$975
258 - Radio Intercom System	$8,900	271 - 2000 GPM Midship IPO 1250 Midship	$9,566
284 - Running Board Hose Well (2)	$1,000	286 - Upgrade to Line-X Pump Panels	$1,865
288 - Smart Pump Compartment Slide-Out Step	$3,624	292 - Master Gauges	$1,592
297 - Mechanical Seals	$670	325 - Pump Anodes - Two (2)	$1,370
339 - Additional Crosslay	$2,017	345 - Front Bumper Discharge	$3,086
366 - Body Undercoating	$1,904	376 - Increase Compartment Height by 5"	$13,465
377 - Special Body Configuration	$21,098	379 - Upgrade Body to Star series	$36,192
383 - Sub Frame, GS-36, Hot-Dip Galvanized Steel	$4,200	387 - Compartment Interior Coating	$5,980
390 - Roll-Up Door Guard (9)	$1,890	391 - Roll-Up Door Strap (8)	$680
399 - Tandem Axle Smart Storage	$16,796	446 - Half Depth Shelf (6)	$2,310
447 - Full Depth Shelf (2)	$1,050	449 - Roll-Out Tray - Medium Duty (3)	$4,350
450 - Roll-Out Tray - Heavy Duty	$2,400	454 - Pull-Out Toolboard - Medium Duty (2)	$1,880
457 - PAC Wall Toolbard Added to Pull-Out Toolboard (2)	$1,780	460 - Upgrade Aerial from 500# to 750# Tip Load	$24,392
463 - Bolt-On Egress Tip	$1,853	464 - Aerial Monitor, Electric, TFT, Monsoon RC	$10,953
465 - Upgrade Aerial Flowmeter to Include Pressure (2)	$2,700	466 - Discharge at Tip - 2.5"	$1,841
467 - Secondary Ladder Controls - Tip	$8,246	471 - Aerial Device Custom Paint	$1,328
472 - Lift Cylinders, Cradle, and Sign Boards Custom Paint	$620	473 - Aerial Travel Rest Custom Paint	$443
474 - Aerial Tip and Nozzle Trolley Custom Paint	$443	475 - Outrigger Custom Paint	$443
476 - Torqu Box, Turntable, Control Console Custom Paint	$1,328	477 - Extension/Retraction Cylinder Custom Paint	$443
479 - Upgrade Aerial Communication System to 2-Way FRC	$786	482 - Hydraulic Pump with "Thru-Drive"	$7,579
486 - Cab/Body Avoidance System	$8,212	487 - Ladder Creeper Controls	$3,596
488 - Positional Waterway	$5,798	494 - Lifting Rings	$785
500 - Upgrade to Rear Chrome Tow Eyes	$951	501 - Loadminder	$1,945
502 - LED Rung Illumination	$4,183	505 - Ladder Location Light (2)	$1,708
510 - Ground Control System, Electric Over Hydraulic Control	$4,443	674 - Flush Mount Rear Body, (8) Whelen WION LED, Indv	$2,605
676 - Additional Upper Zones BD Warning Lights - Four	$1,600	676 - Additional Lower Zones BD Warning Lights - Four	$1,600
678 - Additional M6 Warning Light - Pair (2)	$2,240	684 - Side Cab/Body Surface Scene Lights - LED (5)	$8,250
695 - Upgrade Aerial Tracking Lights to LED	$3,196		
		Subtotal B:	$507,039

UNPUBLISHED OPTIONS

Description	Cost	Description	Cost
Change to 4" manual crank tank to pump valve	$2,119	Engine to be 500 HP Cummins ISX15	$2,500
Add pull-out hose tray to the torque box compartment	$3,290	Change aerial access ladder to smart access ladder	$800
Front body walls, cab step trim - brushed stainless steel	$2,875	Add Whelen Howler siren system	$670
MDT wiring and installation, including Cradlepoint/antenna	$6,100	OnScene helmet brackets, mounted	$1,041
Custom mounts for saws, hose roller, fuel, hose, misc brackets	$4,978	Custom consoles for the engine cowling and crew seating area	$6,784
Knox box installation	$400	Harris mobile radio, antenna, installed	$9,408
Brooks - H2O/ABC/CO2 extinguishers	$865	Bullard - QXT thermal imager, strap, zoom, thermal throttle	$8,578
Casco 1 - (5) MSA SCBA w/face pieces	$40,000	Casco 2 - Bulldog fire hose	$15,000
Council Tools - crowbar, axes, sledge, maul	$249	Fire Hooks Unlimited - keys, axes, o-tool, bars, tools, hooks	$2,980
Gosport - salvage covers, hall runners	$680	Harrington - hose roller, LDH spanners	$449
Holmatro - Pantheon batteries/charger, combi tool, cord, mnted	$18,514	Kochek - adapters	$50
Miscellaneous - ladder, glas-master, TNT, wrenches, FP pigtail	$1,787	Nupla - hammer, pole, bolt cutter	$345
Performance Advantage - wall boards, pull-out boards, mounts	$6,789	RBF - hose vises	$576
Sensible Products - post mounts, Storz mounts	$452	South Park Brass - quic-loc plates, screw plates	$319
Stihl - rescue saw, spare chain	$1,713	Streamlight - flashlights and portable scene lights	$2,937
Task Force Tips - caps, adapters, wyes, nozzles, Osc Blitzfire	$21,323	Ziamatic - straps	$378

Interoffice Memorandum

Date: **09/27/2021**

To: **Regina Stephenson**

From: **Fire Chief Charles Blumenauer**

Subject: **2021 Aerial Apparatus Purchas**

Midland Fire Department's purchase of a new Aerial Apparatus is crucial to the Department's goals in providing the best quality and reliability of service for the Citizens of Midland. This addition of another Aerial Apparatus to our fleet will help the Department in its ongoing mission to provide the best service to the Citizens of Midland. This purchase of new Spartan Aerial Apparatus will continue the department's plan of maintaining its ISO Class 1 rating, which is beneficial to all citizens and businesses of the City of Midland.

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.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-19	Date Prepared:	9/21/2021

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

Buying Agency:	City of Midland (Fire Department)	**Contractor:**	Metro Fire Apparatus Specialists, Inc.
Contact Person:	David Stacy	**Prepared By:**	Brian Russell
Phone:	432-556-2769	**Phone:**	713-475-2411
Fax:		**Fax:**	713-475-2428
Email:	dstacy@midlandtexas.gov	**Email:**	brussell@mfas.com

Product Code:	EA03	**Description:**	75' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Tandem Axle

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $725,030

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

Description	Cost	Description	Cost
Total from Published Options Page	$507,039		
		Subtotal B:	$507,039

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

Description	Cost	Description	Cost
Total from Unpublished Options Page	$164,949		
		Subtotal C:	$164,949

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 13%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	$1,397,018	=	Subtotal D:	$1,397,018

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** $2,000

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

Description	Cost	Description	Cost
		Subtotal F:	$0

Delivery Date:	December 2022	G. Total Purchase Price (D+E+F):	$1,399,018

HGACBuy THE SMART PURCHASING SOLUTION

PUBLISHED OPTIONS

Description	Cost	Description	Cost
1 - Gladiator Cab IPO Metro Star	$29,741	5 - LFD Cab Length	$10,895
8 - Cab Exterior Access Short Compt Behind Crew Doors	$4,186	10 - Change cab to 5" raised roof	$4,940
14 - Paint Cab Interior Sparliner	$3,257	18 - Change cab entry doors to barrier clear	$754
21 - Cab LH/RH Short EMS Compt with Exterior Access (2)	$8,052	27 - Add Multiplex Control Screen (2)	$4,336
285 - Cab and Body to be Multiplexed	$1,997	31 - Add Blue Sea Fuse Panel (2)	$1,124
35 - Upgrade Engine to 450 HP (Big Block) w/4000 Allison	$40,097	47 - Add Exhaust Removal System Adapter	$1,305
48 - Upgrade Transmission from 3000 EVS to 4000 EVS	$12,636	52 - Chassis Supplied PTO	$3,912
55 - Upgrade Fuel Filter/Water Separator with Light and Alarm	$715	56 - Fuel Cooler	$620
63 - Upgrade Front Tires, Wheels Suspension to IFS 24,000#	$21,336	68 - Upgrade Rear Tires, Wheels Susp.to axle rated up to 63k	$18,155
71 - Upgrade to Rear Air Suspension up to 62,000#	$9,971	72 - Change front wheels to aluminum	$802
73 - Change rear wheels to aluminum (2)	$3,512	74 - Upgrade to Michelin tires	$2,700
78 - Hub and Lug Nut Covers - Tandem	$575	84 - Disc Brakes w/ Tandem Rear Axle	$2,987
86 - Additional Air Reservoir	$548	87 - Add Air Inlet	$475
89 - Upgrade to painted frame rails	$2,822	92 - Extend Bumper to 21"	$2,132
95 - Upgrade Bumper to Severe Duty	$2,653	105 - Q2 Siren	$2,598
107 - Fire Bell	$3,654	111 - Manual Cab Tilt Pump	$398
112 - Power Windows	$2,619	118 - Upgraded Cab Floor Insulation	$4,689
124 - Upgrade Cab Interior to Metal	$3,780	137 - Add Cab Interior Mid Compartment	$3,996
139 - Change Seat to Air Ride	$783	146 - Expanded Seat Riser	$2,125
147 - Exterior Door Handles to Chrome	$996	162 - Upgrade Battery Boxes to SST	$2,252
167 - Upgrade Alternator to 360 A	$1,063	171 - Air Compressor for Cab Air System	$1,187
172 - Battery Charger	$1,389	174 - Auto Eject Inlet - 30 A	$890
175 - Upgrade Headlights to LED	$1,560	180 - Additional Cab Interior Dome Lamp (2)	$1,042
192 - LED Stick Water Gauges - Pair	$1,479	200 - Pre-Emption GPS	$5,964
203 - Back-Up Camera System	$1,200	204 - Add Side Camera to Back-Up Camera System	$400
207 - Auxiliary Speedometer	$590	208 - Weatherband Radio	$975
258 - Radio Intercom System	$8,900	271 - 2000 GPM Midship IPO 1250 Midship	$9,566
284 - Running Board Hose Well (2)	$1,000	286 - Upgrade to Line-X Pump Panels	$1,865
288 - Smart Pump Compartment Slide-Out Step	$3,624	292 - Master Gauges	$1,592
297 - Mechanical Seals	$670	325 - Pump Anodes - Two (2)	$1,370
339 - Additional Crosslay	$2,017	345 - Front Bumper Discharge	$3,086
366 - Body Undercoating	$1,904	376 - Increase Compartment Height by 5"	$13,465
377 - Special Body Configuration	$21,098	379 - Upgrade Body to Star series	$36,192
383 - Sub Frame, GS-36, Hot-Dip Galvanized Steel	$4,200	387 - Compartment Interior Coating	$5,980
390 - Roll-Up Door Guard (9)	$1,890	391 - Roll-Up Door Strap (8)	$680
399 - Tandem Axle Smart Storage	$16,796	446 - Half Depth Shelf (6)	$2,310
447 - Full Depth Shelf (2)	$1,050	449 - Roll-Out Tray - Medium Duty (3)	$4,350
450 - Roll-Out Tray - Heavy Duty	$2,400	454 - Pull-Out Toolboard - Medium Duty (2)	$1,880
457 - PAC Wall Toolbard Added to Pull-Out Toolboard (2)	$1,780	460 - Upgrade Aerial from 500# to 750# Tip Load	$24,392
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472 - Lift Cylinders, Cradle, and Sign Boards Custom Paint	$620	473 - Aerial Travel Rest Custom Paint	$443
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695 - Upgrade Aerial Tracking Lights to LED	$3,196		
		Subtotal B:	$507,039

UNPUBLISHED OPTIONS

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Change to 4" manual crank tank to pump valve	$2,119	Engine to be 500 HP Cummins ISX15	$2,500
Add pull-out hose tray to the torque box compartment	$3,290	Change aerial access ladder to smart access ladder	$800
Front body walls, cab step trim - brushed stainless steel	$2,875	Add Whelen Howler siren system	$670
MDT wiring and installation, including Cradlepoint/antenna	$6,100	OnScene helmet brackets, mounted	$1,041
Custom mounts for saws, hose roller, fuel, hose, misc brackets	$4,978	Custom consoles for the engine cowling and crew seating area	$6,784
Knox box installation	$400	Harris mobile radio, antenna, installed	$9,408
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Casco 1 - (5) MSA SCBA w/face pieces	$40,000	Casco 2 - Bulldog fire hose	$15,000
Council Tools - crowbar, axes, sledge, maul	$249	Fire Hooks Unlimited - keys, axes, o-tool, bars, tools, hooks	$2,980
Gosport - salvage covers, hall runners	$680	Harrington - hose roller, LDH spanners	$449
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Performance Advantage - wall boards, pull-out boards, mounts	$6,789	RBF - hose vises	$576
Sensible Products - post mounts, Storz mounts	$452	South Park Brass - quic-loc plates, screw plates	$319
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Task Force Tips - caps, adapters, wyes, nozzles, Osc Blitzfire	$21,323	Ziamatic - straps	$378

City Council Meeting

Item Number: 11

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TEN (10) POLICE-PACKAGE SEDANS FROM GRAPEVINE DODGE CHRYSLER JEEP LLC THROUGH BUYBOARD AT A TOTAL COST OF $519,225.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the purchase of ten (10) Police package sedans with upfitting from Grapevine Dodge Chrysler Jeep LLC. through Buyboard contract 601-19 for the cost of $519,225.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $519,225 is available in the Garage Fund Operating Budget.

Discussion:

The Garage Division is requesting the purchase of ten (10) Police package sedans with upfitting from Grapevine Dodge Chrysler Jeep LLC. through Buyboard contract 601-19 for the cost of $519,225.00 for the Police Department. Staff recommends awarding the purchase to Grapevine Dodge Chrysler Jeep LLC. through Buyboard contract 601-19. 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 new sedans will be replacements for units that have gone beyond their useful service life. The budget for fiscal year 2022 for ten (10) Police package sedans with upfitting is $497,520.00. Please see the attached memo from Manuel

Salinas, Garage Superintendent, and Seth Herman, Chief of Police, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of ten (10) Police package sedans with upfitting from Grapevine Dodge Chrysler Jeep LLC. through Buyboard contract 601-19 for the cost of $519,225.00.

Tina Dawg

City Manager's Office

R

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: BuyBoard #601-19 for police packaged sedans and upfitting

DATE: 09/20/21

Fleet services is requesting the purchasing of (10) ten police packaged sedans with the upfitting. The new sedans will be replacements for units that have gone beyond their useful service life. Budgeted amount for FY 2022 for (10) ten police packaged sedans with the upfitting for each is $ 497,520. The purchasing price through BuyBoard #601-19 for (10) Ten police packaged sedans with the upfitting is $ 519,225.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TEN (10) POLICE-PACKAGE SEDANS FROM GRAPEVINE DODGE CHRYSLER JEEP LLC THROUGH BUYBOARD AT A TOTAL COST OF $519,225.00

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Grapevine Doge Chrysler Jeep LLC has submitted a total proposed cost to the City of $519,225.00 for the purchase and upfitting of ten (10) police-package sedans through Buyboard, 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 Grapevine Doge Chrysler Jeep LLC through Buyboard for the purchase and upfitting of said police-package sedans to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase and upfitting of said police-package sedans from Grapevine Doge Chrysler Jeep LLC through Buyboard;

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 provide for the purchase and upfitting of ten (10) police-package sedans through Buyboard at a total cost of $519,225.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Grapevine Doge Chrysler Jeep LLC for said purchase and upfitting from funds available in the Garage 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., 2021, 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

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF MIDLAND

Contact: BARY BEDFORD

Phone/Email: BBEDFORD@CAPFLEETUPFITTERS.COM

Product Description: 2022 CHARGER POLICE r2 SPEC 1

Rep: Dennis Thomas

Phone: 817-410-7541

Email: dthomas@grapevinedcj.com

Date: 09/17/2021

A. Bid Series: CHARGER POLICE

A. Base Price: 21,733

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
LDDE48	CHARGER POLICE	INCL	26A	5.7L HEMI V8 (REQ)	2163
	STD COLOR	NC	X5X9	CLOTH FRONT/VINYL REAR	116
GXQ	ADDITIONAL KEYS	146	CW6	DEACTIVATE REAR DOORS	73
LNF/LNX	LED SPOTLAMP	349			
				Total of B. Published Options:	2,847

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
CAP FLEET QUOTE 101373 REV 09/15/21	22,236.50		
ORDER BANK SHOULD OPEN EARLY OCTOBER	RECONFIRM	CHARGER PRICING BEFORE ORDER	
		Total of C. Unpublished Options:	22,236.50

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$394
H.	Lot Insurance (for in stock and/or equipped vehicles):	$192
I.	Contract Price Adjustment: 2020-2021 COST INCREASE, 2021-2022 GUIDANCE $2,500	$4,480
J.	Additional Delivery Charge: _____ miles	FOB CAP FLEET
K.	Subtotal:	$51,882.50
L.	Quantity Ordered 10 x K =	$518,825.00
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$519,225.00

Exhibit A

Quote

Date **4/28/2021**
Quote # **CAPQ-101373**

CAP FLEET UPFITTERS
CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

Name / Address
Midland, City of
601 North Loraine Street, Midland, Texas 79701
United States

Ship To:
601 North Loraine Street, Midland, Texas 79701
United States

Salesperson:	Bary Bedford
Email:	tbd
Contact Name:	Jamie TBD

Year:	2022
Make:	Dodge
Model:	CHARGER

Job Description:

Quote Summary

Per Vehicle Subtotal	$22,233.50
Per Vehicle Tax	$0.00
Per Vehicle Total	$22,233.50
# Vehicles Quoted	1

Grand Total **$22,233.50**

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date **4/28/2021**

Quote # **CAPQ-101373**

CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CONSOLE/MDT				
1	PP-2021-DCH-SFF	2021 Dodge Charger SHORTY center console with Flip Forward arm rest. INCLUDES ARM REST PAD	$540.00	$540.00
1	PP-ARM	ARM REST PAD	$62.00	$62.00
1	PARI-3179	PANASONIC RADAR INTERFACE MODULE	$85.00	$85.00
1	C-MD-119	ACTADP,HDM,SLIDE,TS,SP	$256.00	$256.00
1	C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	$138.00	$138.00
2	C-MCB	Mic clip bracket	$12.00	$24.00
2	MMBP	MAGNETIC MIC KIT	$35.00	$70.00
1	C-EB30-CH7-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS M/A-COM CH-721	$23.00	$23.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03	$26.00	$26.00
1	C-EB40-PAN-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS MISC. PANASONIC AG-CPD20	$26.00	$26.00
ELECTRONICS				
1	CG-X	Chargeguard-select	$77.00	$77.00
1	ARB-KIT-HD	PANASONIC ARBITRATOR MK3, HD CAMERA, 256 GB SSD, WIRELESS 1 INTEGRATED OPTION	$5,595.00	$5,595.00
1	ARB-M90	PANASONIC ARBITRATOR 900 MHZ WIRELESS MICROPHONE FULL KIT	$645.00	$645.00
1	ARB-WV-VC31-C	PANASONIC: BACK SEAT CAMERA, INCLUDES CABLE	$495.00	$495.00
1	TGS-3DP	G-FORCE SENSOR FOR ARBITRATOR VEHICLE, INCLUDES CABLES	$375.00	$375.00
1	ARB-APWWQS22-RP-BL	DOBULE-WIFI ANTENNA	$195.00	$195.00
1	ARB-SOFICVOPBUN1	In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year 1 (Includes Device License, Helpdesk)	$120.00	$120.00
1	DSR-2X-KIT	2X DS COUNTING UNIT WITH REMOTE DISPLAY INTERCONNECT CABLE	$3,895.00	$3,895.00
1	807-0001-00	STAKDER DSR-2X KA-BAND 2-ANT	$0.00	$0.00
1	155-2211-00	REMOTE DISPLAY INTERCONNECT CABLE	$0.00	$0.00
1	200-1145-00	2015 - present. Charger Front Radar Clamp Mount	$65.00	$65.00
1	200-0740-10	2014-present. Dodge Charger Rear Antenna Mount	$95.00	$95.00
EMERGENCY LIGHTING				
1	BS358-BSSP28JA	8 LIGHT REAR TRAY, DUO 4 RED/AMBER DRIVER/4 BLUE/AMBER PASSENGER, DODGE CHARGER 2011-2021	$694.00	$694.00
2	TCRB35	TRACER MTG KIT DODGE CHARGER	$25.00	$50.00
2	TCRHT5	TRACER TRIO 5-LAMP HOUSING Notes: AMBER TO TA	$977.00	$1,954.00
10	TCRLRBA	TRIO? Lighthead, Red/Blue/Amber. Wiring Instructions : WIRE TRIO W/ OVERRIDE Notes: AMBER TO TA	$0.00	$0.00
2	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Wiring Instructions : WIRE TRIO W/ OVERRIDE	$126.00	$252.00

Quote

Date **4/28/2021**

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Phone: 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		Mounting Location : G2 - GRILLE BEHIND Notes: WHITE ON TAKEDOWN		
2	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : LP - ON BRACKET Notes: WHITE ON REVERSE . RED ON BRAKES.	$126.00	$252.00
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.	$22.00	$22.00
1	IED35CORE-DE	INNER EDGE DUO - 2018-2021 DODGE CHARGER (DRIVER SIDE RED/WHITE; PASSENGER SIDE BLUE/WHITE); C399 CORE SIREN; C399K*; SA315P SPEAKER; SAK*	$1,995.00	$1,995.00
1	BSFW35Z-BSSP2ZJW	10 LIGHT FRONT INNER EDGE, DUO 5 RED/WHITE DRIVER/5 BLUE/WHITE PASSENGER, DODGE CHARGER 2018-2021 Wiring Instructions : LIGHTBAR - SCENE ; LIGHTBAR - TAKEDOWNS	$0.00	$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	$0.00	$0.00
1	SA315P	SA315P SPEAKER, BLACK PLASTIC	$0.00	$0.00
1	SAK37	SIREN MOUNT KIT CHARGER	$0.00	$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	$0.00	$0.00
1	C399K3	OBDII CANPORT KIT DODGE	$0.00	$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	$144.00	$144.00
1	CW0410-WR	400 Series compartment light, 5.4" red/white, 12/24VDC, with touch switch Notes: OVER CONSOLE	$61.00	$61.00

QTY	Part #	Description	Price
1	DEALER	DEALER PREP	$125.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	$100.00
1	PDKIT	POWER DISTRIBUTION KIT	$50.00
1	PROGFEE	PROGRAMMING FEE	$200.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	$100.00
1	WIRING HARNESS	WIRING HARNESS	$295.00
1	SHOP SUPPLIES	SHOP SUPPLIES	$195.00
1	LABOR	LABOR	$2,643.50
1	SHIPPING	SHIPPING	$294.00

Quote

Date **4/28/2021**
Quote # **CAPQ-101373**

CAP FLEET UPFITTERS
CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		Mounting Location : G2 - GRILLE BEHIND Notes: WHITE ON TAKEDOWN		
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1	IED35CORE-DE	INNER EDGE DUO - 2018-2021 DODGE CHARGER (DRIVER SIDE RED/WHITE; PASSENGER SIDE BLUE/WHITE); C399 CORE SIREN; C399K*; SA315P SPEAKER; SAK*	$1,995.00	$1,995.00
1	BSFW35Z-BSSP2ZJW	10 LIGHT FRONT INNER EDGE, DUO 5 RED/WHITE DRIVER/5 BLUE/WHITE PASSENGER, DODGE CHARGER 2018-2021 Wiring Instructions : LIGHTBAR - SCENE ; LIGHTBAR - TAKEDOWNS	$0.00	$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	$0.00	$0.00
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1	SAK37	SIREN MOUNT KIT CHARGER	$0.00	$0.00
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City of Midland

Midland Police Department

Interoffice Memorandum

Date: **September 27, 2021**

To: **Robert Patrick, City Manager**

From: **Seth Herman, Chief of Police**

Subject: **Supporting Memorandum, Police Vehicle Purchase**

Economic constraints experienced over the last two years required the citywide tightening of purse strings in order to ensure the most efficient expenditure of available funds. To accomplish this, MPD scaled back the purchase of replacement fleet vehicles each year in order to meet budget requirements. Because of the lessened number of new vehicles, the deployment of aged police units beyond established miles and years of service was required to ensure the continuation of police functions. As anticipated but unavoidable, a number of these vehicles currently in operation have moved far beyond their life expectancies, leading to mechanical issues, safety concerns within our current fleet and a reduced standby pool to address inoperable vehicles.

As it currently stands, our useable fleet of vehicles is woefully inadequate to accommodate trainees slotted to exit the Field Training Officer Program within the next month and the expected number of new hires attending MPD's Police Academy. To combat this issue, we are requesting the purchase of ten (10) Dodge Chargers that will be assigned to specialized units at a lessened cost for both vehicle purchase and up fitting requirements as compared to the fully outfitted Tahoe. In addition to the diminished cost that will allow for the purchase of additional Chargers as compared to Tahoes, the unmarked Chargers will permit more effective proactive enforcement operations required of our Directed Patrol Team / Gang Unit and Traffic Enforcement Team, each tasked with specialized duties necessitating a more covert presentation.

Should the acquisition of Chargers be approved, the fully outfitted Tahoes currently assigned to DPT and Traffic will be reassigned for Patrol-related functions. This transfer of police vehicles will afford our Patrol Officers a more pronounced police signature and accompanying safety required for daily / nightly Patrol operations.

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF MIDLAND

Contact: BARY BEDFORD

Phone/Email: BBEDFORD@CAPFLEETUPFITTERS.COM

Product Description: 2022 CHARGER POLICE r2 SPEC 1

Rep: Dennis Thomas

Phone: 817-410-7541

Email: dthomas@grapevinedcj.com

Date: 09/17/2021

A. Bid Series: CHARGER POLICE

A. Base Price: 21,733

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
LDDE48	CHARGER POLICE	INCL	26A	5.7L HEMI V8 (REQ)	2163
	STD COLOR	NC	X5X9	CLOTH FRONT/VINYL REAR	116
GXQ	ADDITIONAL KEYS	146	CW6	DEACTIVATE REAR DOORS	73
LNF/LNX	LED SPOTLAMP	349			
				Total of B. Published Options:	2,847

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
CAP FLEET QUOTE 101373 REV 09/15/21	22,236.50		
ORDER BANK SHOULD OPEN EARLY OCTOBER	RECONFIRM	CHARGER PRICING BEFORE ORDER	
		Total of C. Unpublished Options:	22,236.50

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$394
H.	Lot Insurance (for in stock and/or equipped vehicles):	$192
I.	Contract Price Adjustment: 2020-2021 COST INCREASE, 2021-2022 GUIDANCE $2,500	$4,480
J.	Additional Delivery Charge: _____ miles	FOB CAP FLEET
K.	Subtotal:	$51,882.50
L.	Quantity Ordered 10 x K =	$518,825.00
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$519,225.00

Quote

Date **4/28/2021**
Quote # **CAPQ-101373**

CAP FLEET UPFITTERS
CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

Name / Address
Midland, City of
601 North Loraine Street, Midland, Texas 79701
United States

Ship To:
601 North Loraine Street, Midland, Texas 79701
United States

Salesperson:	Bary Bedford
Email:	tbd
Contact Name:	Jamie TBD

Year:	2022
Make:	Dodge
Model:	CHARGER

Job Description:

Quote Summary

Per Vehicle Subtotal	$22,233.50
Per Vehicle Tax	$0.00
Per Vehicle Total	$22,233.50
# Vehicles Quoted	1

Grand Total **$22,233.50**

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date **4/28/2021**

Quote # **CAPQ-101373**

CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
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Phone: 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CONSOLE/MDT				
1	PP-2021-DCH-SFF	2021 Dodge Charger SHORTY center console with Flip Forward arm rest. INCLUDES ARM REST PAD	$540.00	$540.00
1	PP-ARM	ARM REST PAD	$62.00	$62.00
1	PARI-3179	PANASONIC RADAR INTERFACE MODULE	$85.00	$85.00
1	C-MD-119	ACTADP,HDM,SLIDE,TS,SP	$256.00	$256.00
1	C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	$138.00	$138.00
2	C-MCB	Mic clip bracket	$12.00	$24.00
2	MMBP	MAGNETIC MIC KIT	$35.00	$70.00
1	C-EB30-CH7-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS M/A-COM CH-721	$23.00	$23.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03	$26.00	$26.00
1	C-EB40-PAN-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS MISC. PANASONIC AG-CPD20	$26.00	$26.00
ELECTRONICS				
1	CG-X	Chargeguard-select	$77.00	$77.00
1	ARB-KIT-HD	PANASONIC ARBITRATOR MK3, HD CAMERA, 256 GB SSD, WIRELESS 1 INTEGRATED OPTION	$5,595.00	$5,595.00
1	ARB-M90	PANASONIC ARBITRATOR 900 MHZ WIRELESS MICROPHONE FULL KIT	$645.00	$645.00
1	ARB-WV-VC31-C	PANASONIC: BACK SEAT CAMERA, INCLUDES CABLE	$495.00	$495.00
1	TGS-3DP	G-FORCE SENSOR FOR ARBITRATOR VEHICLE, INCLUDES CABLES	$375.00	$375.00
1	ARB-APWWQS22-RP-BL	DOBULE-WIFI ANTENNA	$195.00	$195.00
1	ARB-SOFICVOPBUN1	In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year 1 (Includes Device License, Helpdesk)	$120.00	$120.00
1	DSR-2X-KIT	2X DS COUNTING UNIT WITH REMOTE DISPLAY INTERCONNECT CABLE	$3,895.00	$3,895.00
1	807-0001-00	STAKDER DSR-2X KA-BAND 2-ANT	$0.00	$0.00
1	155-2211-00	REMOTE DISPLAY INTERCONNECT CABLE	$0.00	$0.00
1	200-1145-00	2015 - present. Charger Front Radar Clamp Mount	$65.00	$65.00
1	200-0740-10	2014-present. Dodge Charger Rear Antenna Mount	$95.00	$95.00
EMERGENCY LIGHTING				
1	BS358-BSSP28JA	8 LIGHT REAR TRAY, DUO 4 RED/AMBER DRIVER/4 BLUE/AMBER PASSENGER, DODGE CHARGER 2011-2021	$694.00	$694.00
2	TCRB35	TRACER MTG KIT DODGE CHARGER	$25.00	$50.00
2	TCRHT5	TRACER TRIO 5-LAMP HOUSING Notes: AMBER TO TA	$977.00	$1,954.00
10	TCRLRBA	TRIO? Lighthead, Red/Blue/Amber. Wiring Instructions : WIRE TRIO W/ OVERRIDE Notes: AMBER TO TA	$0.00	$0.00
2	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Wiring Instructions : WIRE TRIO W/ OVERRIDE	$126.00	$252.00

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1	PROGFEE	PROGRAMMING FEE	$200.00
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Vendor Contract Information Summary

Vendor Name	Grapevine DCJ, LLC
Contact	Dennis Thomas
Phone Number	8174107541
Email	dthomas@grapevinedcj.com
Website	www.grapevinedcj.com
Federal ID	27-0455988
Accepts RFQs	Yes
Address Line 1	2601 William Tate
Vendor City	Grapevine
Vendor Zip	76051
Vendor State	TX
Vendor Country	USA
Delivery Days	150
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract #	601-19
Effective Date	12/01/2019
Expiration Date	11/30/2022
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	601-19

Vendor Contract Information Summary

Return Policy	No returns on vehicles. Returns on parts in new condition, original packaging with 15% restock fee.
Additional Info	null

City Council Meeting

Item Number: 12

Meeting Date: October 12, 2021

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 qualifications for architectural and engineering services associated with the construction of a new Midland Public Safety Training Facility and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for architectural and engineering services for the Midland Public Safety Training Facility 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:

Funding is not required at this time.

Discussion:

Please consider approval of a motion approving plans and specifications and authorizing advertisement for a request for qualifications for architectural and engineering services for the Midland Public Safety Training Facility. Please see the attached memo from Charles Blumenauer, Fire Chief, and Seth Herman, Chief of Police, for more information.

Tina Dawg

City Manager's Office

MIDLAND Fire Department

Interoffice Memorandum

Date: **09/27/2021**

To: **Robert Patrick, City Manager**

From: **Fire Chief Charles Blumenauer**

Subject: **Request for Funding, Midland Public Safety Training Facility**

Training is of vital importance to both the Midland Police and Fire departments. As call volumes continue to rise, the availability of time for training decreases. This time management issue necessitates our training divisions to be proactive and creative in the training they offer. The challenge is they do not currently have the tools at their disposal to accomplish their instructional goals. Both departments are now running recruit academies, which puts further strain on meeting continuing education goals for all of the City's first responders.

Both training facilities currently in use are becoming increasingly worn and obsolete. The MFD Training field was opened in 1984. It was initially a metal building with two offices, two restrooms, two classrooms, and an Engine bay. There have been numerous remodels completed on the facility since then using department funding and labor. The drill tower was also constructed in 1984. Approaching 40 years old, this structure needs to be looked at by a structural engineer as we are starting to find evidence of wear and structural breakdown. Many of the features, sprinkler system and standpipe, have been barely functional (no longer operational) during my 23-year career with the Department. The liquid propane gas props were added in 1986 and have been repeatedly re-plumbed by MFD personnel. The Class A burn building was built in 1993, again by fire department personnel. It no longer meets the engineering specifications for NFPA 1403.

We must look at replacing this structure specifically for multiple reasons. The main reason is the safety of the MFD personnel and those of Midland College Fire Academy and the newly started MISD fire academy, as we have contracts with both institutions to use our facilities in their education classes.

As our Department strives to maintain its prestigious Class 1 ISO rating for the Citizens of Midland, building new structures will play a part in that. ISO requires a Class A burn building, drill tower, and combustible liquids pit (our pits have been decommissioned due to not meeting EPA standards).

The building of a new facility will be a point of pride for both Departments and the City. Midland's public safety training facility will help both departments be their best and give us the ability to become a regional facility.

City of Midland

Midland Police Department

Intra-office Memorandum

Date: **September 21, 2021**

To: **Robert Patrick, City Manager**

From: **Seth Herman, Chief of Police**

Subject: **Request for Funding, Midland Public Safety Training Facility**

Once considered largely reactive, both police and fire services have progressed into more proactive and preventative roles in order meet the expectations of our communities. These operational advancements, coupled with additional mandates presented by both state and federal governing entities, have required continuing alterations to existing training requirements. As such, we now require far more from our employees in the way of physical and mental preparedness - demanding greater capabilities commensurate with society's demands. To this end, we must constantly strive to provide our personnel with the necessary tools to address extreme situations under equally grueling stress.

Both training facilities currently in use are becoming increasingly dilapidated and obsolete. The MPD Training Facility's buildings and grounds have not been updated in over twenty years, both restroom amenities and classrooms showing excessive wear and tear expected of structures used on a daily and nightly basis by every conceivable operational component from local, state and law enforcement agencies throughout the Permian Basin and beyond. Training evolutions that include physical fitness, defensive tactics, firearms and classroom-centric curriculums require almost around the clock operation in order to accommodate day, evening and night shift units. This overuse is further compounded by the continuing influx of academy attendees, each creating further strain on already exhausted features. As expected, the resulting outcome has led to what can only be described as an unkempt roadside park restroom.

Although quality personnel selection is tantamount to professionalism, training is the key to building and maintaining successful public safety organizations. Therefore, the Midland Police Department is requesting the allocation of funds for the advertisement and issuance of a Request for Qualifications centering on architectural designs and accompanying engineering services. These required evaluations and renderings are the first steps in assessing the feasibility of constructing a shared public safety training facility that will accommodate all facets of police and fire training moving into the future.

Request for Qualifications
City of Midland

The City of Midland, (hereinafter "City") is seeking concise letters of interest and a statement of qualifications from parties interested in performing professional services to provide design, plans, specifications and architectural/engineering services for the construction of the Midland Public Safety Training Facility for the City of Midland Police Department and Fire Department. The facility will be located on both sides of FM 307 in proximity to the Harris Field Fire Department Training Facility (3215 FM 307) and the Police Range (4214 FM 307).

Scope of Services

The City of Midland is seeking professional services to conduct architectural and engineering work on this project, which as a minimum, includes the following tasks:

1. **Programming** - Administrate discussions to determine scope.

   a. Conduct meetings with City Fire Department and Police Department Representatives for design input.
   b. Gather any existing records or documents that indicate existing conditions, these documents will need to be verified by on-site inspections of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort.

2. **Schematic Design** - Based on programming data, prepare one or two design options for presentation to the City.
   a. Review Owner supplied data.
   b. Prepare preliminary budget and work schedule.

3. **Construction Documents Phase** - Based on approved design documents and drawings, prepare for Owner approval, drawings and specifications setting forth in adequate detail the requirements for the construction of the project. Construction documentation shall include normal architectural, plumbing, mechanical and electrical engineering drawings and specifications. Provide all services necessary to review and verify the Texas Department of Licensing and Regulation (TDLR) guidelines to ensure compliance with Texas Accessibility Standards (TAS).

4. **Bidding Process** - Assist Owner in obtaining competitive bids for the project. Assist Owner in distribution of contract drawings, prepare addenda (if any), assist Owner in reviewing bids and contract negotiations.

5. **Construction Administration** - Represent Owner during construction phase for services on construction observation, review of submittal data and products, and contractor's pay requests, construction conferences, preparation of punch list and final out.

Selection Criteria

The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified, may be conducted. Once a selection is made of the most qualified firm, the City will negotiate an agreement. If a mutually satisfactory agreement cannot be reached with the selected professional, negotiations will be terminated with that firm and the negotiation process will be initiated with another qualified firm. This process may be repeated until a mutually satisfactory agreement is reached.

The City maintains the right to terminate the selection process at any time if deemed it is in the best interest of the City. At such time as an agreement is reached, City staff will make a recommendation to execute an agreement pursuant to the availability of funding. The City reserves the right to accept or reject any or all proposals and to accept what is the most advantageous proposals.

The following criteria will be used to evaluate the qualifications of consultants:

1. Capability to perform the required services for the project: 30%
2. Recent experience on similar projects: 20%
3. Reputation, personal and professional integrity, and competency of firm:15%
4. Professional background, availability, and caliber of key personnel to be assigned to this project: 15%
5. Capability to meet schedules or deadline: 10%
6. Qualifications and experience of regularly engaged outside consultants: 10%

WAIVER:

A. WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT.

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.

2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.

3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.

4. AWARD OF CONTRACT.

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER ACKNOWLEDGES THAT HE OR SHE UNDERSTANDS ALL TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE COMPETITIVE SELECTION PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE SUBMITTER AND THE CITY.

THE SUBMITTER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF THE ABOVE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY, AND ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFQ, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET SEQ., AS AMENDED).

THE SUBMITTER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT.

BY EXECUTION AND SUBMISSION OF A STATEMENT OF QUALIFICATIONS UNDER THIS RFQ, THE SUBMITTER HEREBY REPRESENTS AND WARRANTS TO THE CITY THAT THE SUBMITTER HAS READ AND UNDERSTANDS THE RFQ AND THE STATEMENT OF QUALIFICATIONS IS SUBMITTED IN ACCORDANCE WITH THIS RFQ. THE SUBMITTER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS WITHIN THE PROPOSAL DOCUMENTS, WHICH INCLUDE THE WAIVER PROVISIONS, AND HAS HAD THE RIGHT TO CONSULT WITH COUNSEL REGARDING ALL OF THE ABOVE DOCUMENTS.

THIS SECTION SHALL NOT BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY.

SOVEREIGN IMMUNITY:
The City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL:

1. **RESPONSE CRITERIA** Response to this RFQ will require the consultant to provide sufficient information to determine that the consultant qualifies for performing such a project, including the following:

   a. Three (3) complete copies of the response (one bound original – 3-ring binding preferred) and one (1) electronic copy in PDF format on a CD (or Flash Drive).
   b. Letter of response (a maximum of 5 single-sided pages).
   c. Resumes of all personnel to be assigned to this project.
   d. References (including contact names and phone numbers).
   e. Examples of similar projects.
   f. Any other data which may make your firm particularly qualified to do this work.

2. **OFFICALS NOT TO BENEFIT:** No City employee, City Council member or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.

3. **REJECTION OF SOQs:** The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City does not intend to pay for the information solicited or obtained through any response.

4. **INCURRING COSTS:** The City is not liable for any cost incurred by the service provider prior to issuance of a contact.

5. **INQUIRIES:** Questions regarding this RFQ must be submitted by emailing to purchasing@midlandtexas.gov. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all persons receiving an RFQ. Consultants receiving the RFQ via Internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the Internet site. Any inquiries relating to this RFQ must be in writing with contact information and received no later than 4:00 PM local time, on _____.

Any necessary request for clarification, delineation, or explanation of a company's SOQ will be made in writing.

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all service providers who received the RFQ prior to the response date.

6. **RESPONSE DATE:** To be considered, SOQs must arrive at the Purchasing Office no later than 4:00 pm local time on_____. Service providers mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

7. **TYPE OF CONTRACT:** The City uses its own professional services agreement in contracting for professional services. The characteristics of that agreement include:

a. An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;

b. A requirement that the service provider comply with all Federal, State, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the project;

c. A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability, automobile liability and worker's compensation as required by law with additional insured and waiver of subrogation endorsements in favor of the City of Midland.

8. **ACCEPTANCE OF RFQ AND SOQ CONTENT:** To be considered, service providers must submit a complete response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations, if a contract ensues. Each of the SOQs must have original signature by an official authorized to bind the firms to its provisions. The service provider will make no other distribution of the SOQs.

9. **SOQ PREPARATION/FORMAT:** Each SOQ should be prepared providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

a. The City of Midland asks each of the firms to place the following information: (1.) Letter of Interest, (2.) Firm's Organizational Chart (3.) Firm's Introduction/Qualifications, (4.) Firm's Introduction of Project Manager and Team Leads, (5.) Project Manager's and Team Lead's project experience with Reference Contacts, (6.) Firm's Introduction of Sub-Consultants; and (7.) Conflict of Interest Questionnaire.

b. A single-sided printed page will count as (1) page. Font shall be Arial and size shall be 12. The margins shall be 1" all around on letter size paper only. The page number shall be a header or footer (0.5" top or bottom).

10. **ORAL PRESENTATION:** Will be conducted at the request of the City.

11. **PRIME CONSULTANT RESPONSIBILITIES:** The selected service provider will be required to assume the responsibility for all services offered in the Statement of Qualifications whether or not the service provider produces them. Furthermore, the City will consider the selected

service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

INFORMATION REQUIRED FROM SERVICE PROVIDER:

1. **COVER CITATION:** The following citation should be on the cover:

Submitted to:
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702
Statement of Qualifications for: Midland Public Safety Training Facility
RFQ #
Due: _____ at 4:00 PM local time

2. LETTER OF INTEREST: The transmittal letter must include the following:

- Brief statement of understanding of the work to be performed and a positive commitment to perform the work in a timely manner.
- Name of the contact person or representative for the firm, their title, address and phone number. State whether the contact person is authorized to bind the firm. If not, provide the name of the individual who is authorized to bind the firm.
- Name of the contact person or representative for the sub-consulting firm(s), their title, address and phone number

3. SERVICE PROVIDER ORGANIZATIONAL CHART: The respondent will provide information about the firm(s) organization through the use of a prepare chart.

- Current proposed project manager and key personnel to be committed to these projects must be shown

4. **SERVICE PROVIDER QUALIFICATIONS:** The respondent will provide information about the firm(s) and for each sub consultant key personnel to be assigned to this project. Be sure to include:

- The name and business address of the firm and principal who would be responsible for the work.

5. SERVICE PROVIDER PROJECT WITH REFERENCE CONTACTS:

- A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed.
- A list of references complete with names, addresses, and phone numbers.

- Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design.

6. SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM:

- The respondent will provide a more in-depth introduction of any sub-consultants proposed to be used.
- Brief narratives on the project manager and the project team to describe their education, professional licenses, years of experience and expertise.

7. CONFLICT OF INTEREST QUESTIONNAIRE: The respondent will provide a prepared and signed copy of a CIQ Form.

PROFESSIONAL SERVICES AGREEMENT
EXAMPLE

THIS AGREEMENT is made and effective the ___day of ____ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, _____ ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform _____ services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in **Exhibit A.**

2. COMPANY shall perform the services described in **Exhibit A** (i) with the professional skill and care ordinarily provided by competent engineers and architects practicing in the same or similar locality and under the same or similar circumstances and professional license and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $_____ for the professional services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, 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** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 [INSERT BEGINNING DATE] until [INSERT END DATE], unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

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

ARTICLE IX. INSURANCE

COMPANY 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
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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S 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'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 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 OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY 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 AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties 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 contract shall be in Midland County, Texas.

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

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

If to COMPANY:

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such

written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

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

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

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

M. Records Retention and Production of Information. To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either: (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

P. 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.

[Signature Pages Follow].

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 ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

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

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

_____

Notary Public, State of _____

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

7

Signature of vendor doing business with the governmental entity

Date

PACKET 12-23 October 12, 2021

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 Council Meeting

Item Number: 13

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF FIFTY (50) BUNKER COATS AND FIFTY (50) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $151,113.50 THROUGH HGAC CONTRACT EE08-19 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the purchase of fifty (50) Bunker Coats and fifty (50) Bunker Pants from Dooley Tackaberry, Inc. through Houston-Galveston Area Council (H-GAC) contract EE08-19 for the cost of $151,113.50.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $151,113.50 is available in the FY22 General Fund Operating Budget.

Discussion:

Staff recommends purchasing fifty (50) Bunker Coats and fifty (50) Bunker Pants from Dooley Tackaberry, Inc. through Houston Galveston Area Council (H-GAC) contract EE08-19 for the cost of $151,113.50 for the Fire Department. 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. This purchase is a budgeted yearly purchase of personal protective equipment in accordance with NFPA 1851. Please see the attached memo from Fire Chief Blumenauer, for additional information.
Therefore, please consider a resolution approving the purchase of fifty (50) Bunker Coats and

fifty (50) Bunker Pants from Dooley Tackaberry, Inc. of Deer Park, Texas through the Houston-Galveston Area Council (H-GAC) for a total cost of $151,113.50.

Tina Gaug

City Manager's Office

MIDLAND Fire Department

Interoffice Memorandum

Date: **09/28/2021**

To: **Regina Stephenson**

From: **Fire Chief Charles Blumenauer**

Subject: **2022 Personal Protective Equipment (PPE) purchase**

We are in the process of our yearly purchase of PPE in accordance with NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

The Texas Commission on Fire Protection requires fire departments to complete a risk assessment before the purchase of any new PPE. The Midland Fire Department completed this assessment as required. Through this assessment, we have found that our current Inno-Tex PPE specs meet our needs for structural firefighting.

This purchase was budgeted for this year to replace worn gear and to outfit new employees for this coming year.

Charles Blumenauer

Fire Chief

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF FIFTY (50) BUNKER COATS AND FIFTY (50) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $151,113.50 THROUGH HGAC CONTRACT EE08-19

WHEREAS, the Houston Galveston Area Council (HGAC) 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, Dooley Tackaberry, Inc., submitted a total proposed cost to the City of $151,113.50 for the purchase of fifty (50) bunker coats and fifty (50) bunker pants through HGAC Contract EE08-19, 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 Dooley Tackaberry, Inc., through HGAC Contract EE08-19 for fifty (50) bunker coats and fifty (50) bunker pants to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase fifty (50) bunker coats and fifty (50) bunker pants through HGAC Contract EE08-19;

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 fifty (50) bunker coats and fifty (50) bunker pants from Dooley Tackaberry, Inc., through HGAC Contract EE08-19 for a total cost of $151,113.50.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Dooley Tackaberry, Inc., for fifty (50) bunker coats and fifty (50) bunker pants from funds available in the FY22 General Fund Operating Budget upon proper receipt of 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., 2021, 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

Attachment A			
Dooley Tackaberry, Inc.			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
NOTE: Dealer can sell in these authorized states: Texas and Louisiana			
Product Code	**Mfg.**	**Model & Description**	**Base Offered Price**
EE19LLA	Innotex	INNOTEX PRICE LIST 2019 VER 20190101	-20%

DOOLEY TACKABERRY
PROTECTING LIFE. GUARDING INVESTMENTS.™

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park TX 77536 USA
Phone: 281.479.9700
Toll Free: 800.833.0247

QUOTATION

Page: 1 of 1
Date: 9/30/2021
Our Reference: 1070419
Your Reference: INNOTEX BUNKER GEAR
Reference Desc.
Sales Person: Jason Billings
Estimator: Morgan Phillips
Email: mphillips@safetyfire.com
Revision: 0

Quote To: 064204

MIDLAND FIRE DEPARTMENT
P.O. BOX 1152
MIDLAND TX 79702
USA

Ship To:

MIDLAND FIRE DEPARTMENT
1500 W. WALL
MIDLAND TX 79701

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
1	50	INNOENERGY-C-064204-R00 Bunker Coat, Energy Series, Per Midland Fire Department Specifications (see attached): **Lead Time** Back-order - 25 to 27 Weeks ARO				1,800.27	EA	90,013.50
2	50	INNOENERGY-P-064204-R00 Bunker Pant, Energy Series, Per Midland Fire Department Specifications (see attached): **Lead Time** Back-order - 25 to 27 Weeks ARO				1,222.00	PR	61,100.00
3	1	HGAC-CONTRACT Contract No.: EE08-19				0.00	EA	0.00

Terms: Net 30
Shipping Terms: Ex-works - Factory
Prices Firm: 12/17/2021
Ship Via: Best Way
Freight Terms: Prepaid

QUOTE TOTAL USD
151,113.50

Stock items can only be canceled prior to shipment. Non-stock items are subject to manufacturer's cancellation policy. Fees will apply. Custom "made to order" items cannot be canceled or returned. Acceptable methods of payment: Check, ACH, Wire Transfer, Credit Card. All Credit Card payments are subject to a 3% convenience fee.

QuotFormBLH42

Attachment A			
Dooley Tackaberry, Inc.			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
NOTE: Dealer can sell in these authorized states: Texas and Louisiana			
Product Code	**Mfg.**	**Model & Description**	**Base Offered Price**
EE19LLA	Innotex	INNOTEX PRICE LIST 2019 VER 20190101	-20%

DOOLEY TACKABERRY
PROTECTING LIFE. GUARDING INVESTMENTS.™

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park TX 77536 USA
Phone: 281.479.9700
Toll Free: 800.833.0247

QUOTATION

Page: 1 of 1
Date: 9/30/2021
Our Reference: 1070419
Your Reference: INNOTEX BUNKER GEAR
Reference Desc.
Sales Person: Jason Billings
Estimator: Morgan Phillips
Email: mphillips@safetyfire.com
Revision: 0

Quote To: 064204

MIDLAND FIRE DEPARTMENT
P.O. BOX 1152
MIDLAND TX 79702
USA

Ship To:

MIDLAND FIRE DEPARTMENT
1500 W. WALL
MIDLAND TX 79701

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
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2	50	INNOENERGY-P-064204-R00 Bunker Pant, Energy Series, Per Midland Fire Department Specifications (see attached): **Lead Time** Back-order - 25 to 27 Weeks ARO				1,222.00	PR	61,100.00
3	1	HGAC-CONTRACT Contract No.: EE08-19				0.00	EA	0.00

Terms:	Net 30
Shipping Terms:	Ex-works - Factory
Prices Firm:	12/17/2021
Ship Via:	Best Way
Freight Terms:	Prepaid

QUOTE TOTAL USD
151,113.50

Stock items can only be canceled prior to shipment. Non-stock items are subject to manufacturer's cancellation policy. Fees will apply. Custom "made to order" items cannot be canceled or returned. Acceptable methods of payment: Check, ACH, Wire Transfer, Credit Card. All Credit Card payments are subject to a 3% convenience fee.

City Council Meeting

Item Number: 14

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. DBA PARKHILL FOR IMPROVEMENTS TO THE EXISTING WATER AND WASTEWATER INFRASTRUCTURE AND THE STORM DRAIN CONVEYANCE SYSTEM ON WADLEY AVENUE FROM I STREET TO GARFIELD STREET AND A COMPREHENSIVE WATERSHED AND PLANNING ANALYSIS FOR THE UTILITIES DEPARTMENT FOR A COST OF $474,000.00 (DISTRICT 3) (GENERAL SERVICES)**

Purpose:

Approval of a resolution awarding a Professional Services Agreement to Parkhill, Smith & Cooper., DBA Parkhill for improvements to existing water and wastewater infrastructure and the storm drain conveyance system from I Street to Garfield Street on Wadley Avenue. A comprehensive watershed and planning analysis will also be performed.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding not to exceed $474,000.00 is available in the ARPA funds project.

Discussion:

Resolution 2020-091 approved on-call engineering support services for the Utilities Department. Staff recommends awarding a professional service agreement to Parkhill, Smith & Cooper, Inc. DBA Parkhill for improvements to existing water and wastewater infrastructure and the storm drain conveyance system from I Street to Garfield Street on Wadley Avenue; a comprehensive watershed and planning analysis will also be performed. Please see the attached memo from

Carl Craigo, Utilities Director, for further information.

Therefore, please consider a resolution awarding the execution of a professional services agreement with Parkhill, Smith & Cooper, Inc. DBA Parkhill, of Lubbock, Texas for improvements to existing water and wastewater infrastructure and the storm drain conveyance system from I Street to Garfield Street on Wadley Avenue; a comprehensive watershed and planning analysis will also be performed; for a total cost not to exceed $474,000.00.

Tina Daugherty
City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a resolution awarding a Professional Service Agreement with Parkhill, Smith & Cooper., DBA Parkhill for a project which generally includes improvements to both existing water and wastewater infrastructure and the storm drain conveyance system, a comprehensive watershed and planning analysis will also be performed from I Street to Garfield Street on Wadley Ave.

DATE: October 5, 2021

These tasks are related to the planning, design, bidding and construction of both water & wastewater infrastructure and storm drain improvements. A comprehensive watershed and planning analysis will also be performed for Wadley from I to Midland Dr. This project will have Parkhill an approved on- call engineer (Resolution 2020-091) perform the task.

The scope of services is on a task fee basis with an amount of $474,000. Funds were approved by resolution 2021-100 from the City of Midlands ARPA funds.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. DBA PARKHILL FOR IMPROVEMENTS TO THE EXISTING WATER AND WASTEWATER INFRASTRUCTURE AND THE STORM DRAIN CONVEYANCE SYSTEM ON WADLEY AVENUE FROM I STREET TO GARFIELD STREET AND A COMPREHENSIVE WATERSHED AND PLANNING ANALYSIS FOR THE UTILITIES DEPARTMENT FOR A COST OF $474,000.00

WHEREAS, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering designs and studies on an as-needed basis; and

WHEREAS, the Utilities Department has selected Parkhill, Smith & Cooper, Inc., dba Parkhill for improvements to the existing water and wastewater infrastructure and the storm drain conveyance system on Wadley Avenue from I Street to Garfield Street and a comprehensive watershed and planning analysis for the Utilities Department; and

WHEREAS, Parkhill, Smith & Cooper, Inc. dba Parkhill has agreed to perform said professional services at a cost of $474,000.00; and

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc. dba Parkhill is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Parkhill, Smith & Cooper, Inc. dba Parkhill are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc. dba Parkhill provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill for said professional services. A copy said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Parkhill, Smith & Cooper, Inc. dba Parkhill from funds available in the capital project in ARPA funds project upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, 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:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
#22000267

THIS AGREEMENT is made and effective the 13 day of October 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, PARKHILL, SMITH & COOPER, INC., DBA, PARKHILL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform design, survey and construction administration services for water & wastewater infrastructure and storm drain improvements. A comprehensive watershed and planning analysis will also be performed for CIP phases 1, 2, 3 & 6 (I St – SL 250W).

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $474,000 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, 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" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 the 13 day of October, 2021 until the 12 day of October, 2022, unless the project is completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

ARTICLE V. TERMINATION AT WILL

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

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

COMPANY 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
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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES

HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE 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'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE 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 AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete

upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

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

If to COMPANY: Parkhill, Smith & Cooper, Inc., DBA Parkhill
4222 85th Street
Lubbock, Texas 79423

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

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

- that Company does not boycott Israel and will not boycott Israel during the term of this Agreement;

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

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

M. Records Retention and Production of Information. To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either: (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

evidences the parties' execution.

P. 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.

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 ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this _____ day of _____, 2021 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of Texas

Parkhill

August 27, 2021

Mr. Carl Craigo, P.E.
Utilities Director
City of Midland
300 North Loraine, 3rd Floor
Midland, TX 79701

Re: Professional Engineering Services Proposal
Wadley Ave Utility Improvements (Phase 1 / I - Garfield)

Dear Mr. Craigo:

Parkhill, Smith & Cooper, Inc. dba Parkhill, is pleased to provide this proposal to deliver professional services under our engineering, survey, and construction administration teams. These tasks are related to the planning, design, bidding and construction of both water & wastewater infrastructure and storm drain improvements. A comprehensive watershed and planning analysis will also be performed for CIP phases 1,2, 3 & 6 (I St – SL 250 W)

Please see Exhibit A, attached, for a detailed listing of work to be accomplished along with associated cost.

Exhibit B provides the current hourly rate fees for Parkhill to be used in performing these tasks.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or by email at rkennerly@parkhill.com.

Sincerely,

Parkhill

By _____
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Cory Moose, COM
Rene Franks, Parkhill
Sam Wyatt, Parkhill

EXHIBIT A

Professional Engineering Scope of Services
Wadley Ave Utility Improvements (Phase 1 / I - Garfield)

PROJECT DESCRIPTION

The project generally includes improvements to both existing water and wastewater infrastructure and storm drain conveyance system. A comprehensive watershed and planning analysis will also be performed.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform a preliminary investigation and watershed analysis, prepare survey components and topographical files, Geotechnical & SUE services, state agency coordination along with the development of sealed plan and specification documents required for construction bidding. Bid phase services and construction administration shall also be encompassed within this agreement.

Task 1 – Engineering Design and Basic Services:

a. Preliminary Analysis and Investigation:

- Scope development & contract execution
- Site investigation & review of ROW feasibility
- GIS Incorporation and verification
- Flow capacity & hydraulic analysis
- As-Built utility evaluation
- Route viability, as applicable
- Coordination with subconsultants
- Extend 2D existing study to full watershed
- Model max of 10 scenarios for flood reduction
- Prepare report and presentation for City staff
- Meet with City staff to select viable option

b. Design and City Compliance:

- 30% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Traffic control plan (as applicable)
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- TCEQ plan submittal form
- Internal constructability review
- Finalize bid documents w/ OPCC

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c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors
- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Facilitate on-site monthly construction progress meetings
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction document submittal

Task 2 – Survey & Topographical Documents:

- Topographic and boundary survey along project limits (where not previously captured)
- Derive same control, as applicable, to existing City system
- Establish control monuments and benchmarks throughout project limits
- Coordinate and Capture SUE/Geotech Markings

Task 3 – Construction Staking:

- Mark project alignment at 100-foot intervals or sightline, whichever is less
- Mark observable utilities, as applicable
- Reference control monuments and benchmarks, as applicable

Task 4 – Geotechnical & SUE Services (Subconsultant):

- Mark project limits and drill locations as required for pipeline borings and/or any structural components
- Drill to desired depths as appropriate for anticipated construction alignment s
- Report data in the latest ASTM standard format
- Level ‘B’ Sue along project alignment, as applicable.

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OWNER'S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with local property owners and assistance with easement procurement
- Design documents review at 30% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

SCHEDULE

Engineering design and basic services, including survey, will initiate after notification from the Owner and conclude no later than 240 business days from commencement date.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1 - Engineering Design and Basic Services
- a. Preliminary Analysis and Investigation……$142,000
- b. Design and City Compliance……..$163,000
- c. Bidding & Contract Award……$26,500
- d. Construction Administration……$78,500

2 - Survey and Easement Documents……..…….....$30,000
3 - Construction Staking……..…….....$7,000
4 - Geotechnical & SUE Services……..…….$27,000

Estimated Hourly Rate Fee: ***$474,000***

****SPECIAL SERVICES***

Services shall be authorized in writing by the Owner. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Archeological Investigation/Survey*
- *Bond Counsel*
- *Financial Advisor*
- *Static and Residual Flow Testing*
- *Construction Materials Testing*
- *Easement Negotiation*

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Exhibit B

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date:	5/28/2021 EXHIBIT B
Prepared By:	RSK
Principal:	RSK
Project Manager:	RSK
Project Name:	Wadley Utility Improv (I-Garfield)
Project Number:	TBD
Task/Discipline:	DBC
Projected Start Date:	TBD
Fee (Revenue) Type:	Hourly Rate
Markup on Direct Expenses:	
Markup on Reimbursables:	15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$445,267		
Direct Consultants:		Labor:	$445,267
Direct Expenses:		Directs:	
Reimburable Consultants:	$23,500	Subtotal:	$445,267
Reimbursable Expenses:	$1,485	Reimburables:	$28,733
Total Fee:	**$474,000**	**Total Fee:**	**$474,000**

Labor Costs **Project:** Wadley Utility Improv (I-Garfield) **Project Number:** TBD **Task/Discipline:** DBC **Current Fee:** $474,000

		1	2	3	4	5	6	7	8	
	Category	CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	OtherProfessionals	Surveyors	OtherProfessionals	SupportEmployees	
	Staff Title - Level	Senior Project Manager Civil-PL7	Senior Project Manager Civil-PL6	Professional Civil Engineer-PL5	Civil Project Engineer-PL4	Other Professional-PL4	Surveyor-PL6	RPR-PL5	Support Staff-SS5	
	Hourly/Billing Rate	$341.00	$286.00	$265.00	$220.00	$167.00	$208.00	$185.00	$123.00	
	Resource (Employee) Name (Blank if not known)	AZE/EW	RSK/RF	KRL	KG	JV/AF	SW	DW	KG	
Task/Discipline Subtask/Phase	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
PRELIMINARY ANALYSIS & INVESTIGATION										
Water & Wastewater										
Scope Development & Contract Execution		2	4	4	4	4			8	26
Site Investigation & Review of ROW Feasibility			2	8		2				12
GIS Incorporation & Verification			2	2	6					10
Flow Capacity & Hydraulic Analysis			2		6					8
As-Built Utility Evaluation			2	2						4
Route Viability	1		2	2	4					8
Coordination w/ Subconsultants		1	2	2					8	13
Storm Drain										
Extend 2D existing study to full watershed			12	24	60	40				
Model max of 10 scenarios for flood reduction			24	60	120	40				
Prepare report and presentation for City staff			8	24	60	40				
Meet with City Staff to select viable option			16	16	4					
DESIGN & CITY COMPLIANCE										
Water & Wastewater / Storm Drain										
30% Design Documents (P&S) / QA/QC Review		4	40	48	72	100			10	
City Review & Comment Period	1	2	12	8	16	8			10	
Traffic Control Plan			8	24	24					56
90% Design Documents (P&S) / QA/QC Review	1	4	28	24	32	48			10	146
City Review & Comment Period		2	12	8	16	8			10	56
TCEQ Plan Submittal Forms			6	6	8	8			10	38
Internal Constructability Review		4	4	4	4	8			2	26
Finalize Bid Documents w/ OPCC	1	2	4	16	12	32			20	86
BIDDING & CONTRACT AWARD										
Water & Wastewater / Storm Drain										
Develop & Publish Project Advertisement			4	4					6	14
Furnish Bid Docs to Perspective Contractors			4	4					6	14
Schedule & Attend Pre-Bid Conference			8	8					4	20
Prepare & Issue Addena, as Applicable			8	8		16			6	38
Schedule & Attend Bid Opening			8	8					6	22
Proposal Evaluation & Recommendation			4	4					4	12
CONSTRUCTION ADMINISTRATION										
Water & Wastewater / Storm Drain										
Schedule & Attend Pre-Construction Conference			16	16	8				8	48
Submittal Review & Approval			48	16	10				12	86
Facilitate Monthly Construction Progress Mtgs			12	16	10	20			24	82
Preparation of Change Ordfers, as Applicable			10	14	12				12	48
Prepare Applications for Payment			8	14					12	34
Conformed to Construction Document Submittal			8	8	24				10	50
SURVEY & EASEMENT DOCUMENTS										
Water & Wastewater / Storm Drain / Roadway										
Topo & Boundary Survey Complete ROW Limits	4	2	8			12	10	16	4	52
Derive Same Control as City System	2	2	8			12	10	8	4	44
Establish Control Monuments & Benchmarks	1						8	8	4	20
Coordinate and Capture SUE/Geotech Markings	1					12	8	8	2	30
CONSTRUCTION STAKING										
Water & Wastewater / Storm Drain										
Mark Project Align. @ 100' Intervals			4				10	8	2	24
Mark Observable Utilities, as Applicable			4				8	8		20
Reference Control Monuments and Benchmarks							1	1	1	3

Reimburable Expenses Project: Project No: Task: Current Fee:

Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs	Amount
511 5/28/2021 EXHIBIT B	
512 Mech/Elec Consultant	
513 Environ/Civil Consultant	
514 Architectural Consultant	
515 Geotechnical	$8,500
516 SUE Consultant	$15,000
517 Wadley Utility Improv (I-Garfield)	
518 Other Consultant - Kitchen / Food Consultant	
518 Other Consultant - Acoustical Consultant	
518 Other Consultant - AV/ IT Consultant	
518 Other Consultant	
Total Reimbursable Consultants	$23,500

Reimbursable Expenses									
521 Travel									
Motel		Days @		Men @		/Man-day	=		
Air Travel		Air Fare @		Men @		/Man	=		
Parking		Days @		/Day			=		
Car Rental		Days @		/Day			=		
Mileage	227.1	Miles @	$0.545	@	12	Trips	=	$1,485.23	
								Subtotal	$1,485
522 Reproductions									
Blackline / Color Plots									
34" x 22"		Shts @		$2.50	/Sht	@	Sets =		
36" x 24"		Shts @		$2.75	/Sht	@	Sets =		
42" x 30		Shts @		$3.25	/Sht	@	Sets =		
Other		sf @		$0.55	/sf	@	Sets =		
Mounting Foam Board		Boards @		$10.00	/ea	@			
Printing:									
Set Up Fee		Originals @		$0.15	/Sht	@	Submittals =		
8-1/2" x 11" B&W		Originals @		$0.09	/Sht	@	Sets =		
8-1/2" x 11" Color		Originals @		$0.55	/Sht	@	Sets =		
11" x 17" B&W		Originals @		$0.18	/Sht	@	Sets =		
11" x 17" Color		Originals @		$1.05	/Sht	@	Sets =		
Binding Cost		Sets @		$2.00	/Set		=		
Laminating		Shts @		$2.00	/Sht		=		
Scan to file									
Burn to CD/DVD		CD/DVD @		$13.50	/each		=		
Scan Specs		Originals @		$0.15	/Sht		=		
Scan Drawings		Originals @		$1.50	/Sht		=		
								Subtotal	
523 Models/Renderings/Photos				Shots @		/Shot			

524	Telephone	Calls @	/Call		
525	Meals	Days @	Men @	/Man-day	
526	Field Supplies				
528	Postage	Mailings @	/Mailing	(Standard)	
528	Postage	Mailings @	/Mailing	(Overnight)	
530	Misc Reimbursable Exp				
532	Temporary Personnel				
534	Office Supplies				
535	CADD				
536	Field Equip Rental				
537	Interior Design Items				
539	License & Regulation Fee				
543	NM Gross Receipt Tax				
547	Computer Supplies				
				Total Reimbrusable Expenses	$1,485

City Council Meeting

Item Number: 15

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: Motion authorizing the execution of an amendment to that certain Professional Services Agreement for Aggregation and Consulting Services with Priority Power Management, LLC; said amendment providing for the extension of the Agreement's term through December 31, 2026 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Approval of a motion authorizing the execution of an amendment to that certain aggregation, consulting and negotiation services professional services agreement regarding the City's electricity supply with Priority Power Management, LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding not required at this time.

Discussion:

Resolution 2017-031 authorized the execution of a professional services agreement with Priority Power Management, LLC for aggregation, consulting and negotiation services regarding the City's electricity supply. The current agreement will expire on February 14, 2022. However, in April of 2016 the City entered into an electricity supply contract with TXU Energy Retail Company LLC which names Priority Power Management, LLC as the aggregator for the City of Midland. The contract with TXU Energy Retail Company, LLC does not expire until December 31, 2026. Therefore, in order to synchronize the termination date of the aggregation contract with the electricity agreement staff recommends executing an amendment extending the aggregation agreement with Priority Power Management, LLC to December 31, 2026.

Therefore, please consider a motion authorizing the execution of an amendment to that certain aggregation, consulting and negotiation services professional services agreement with Priority Power Management, LLC; said amendment providing for the extension of the contract term through December 31, 2026.

Tina Gaug

City Manager's Office

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR AGGREGATION AND CONSULTING SERVICES

RECITALS

This Amendment ("*Amendment*") is effective as of the 13th day of October, 2021, by and between the CITY OF MIDLAND, TEXAS ("*City*"), a home-rule municipal corporation, and PRIORITY POWER MANAGEMENT, LLC, a licensed aggregator in the State of Texas ("*Consultant*").

WHEREAS, City and Consultant entered into that certain Professional Services Agreement (the "*Agreement*") dated February 15, 2017, which was approved by Midland City Council Resolution No. 2017-031; and

WHEREAS, the Agreement has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, City and Consultant desire to make certain amendments to the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual rights, covenants, and agreements contained herein, the parties hereby agree as follows:

1. Article IV of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE IV. TERM

The term of this Agreement shall be from February 15, 2017, until December 31, 2026, unless the project is completed sooner or the Agreement is terminated as provided below.

2. The Agreement, as amended, is hereby ratified and affirmed by the parties and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.
3. This Amendment may be executed by the parties hereto individually or in combination by one or more counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the above-referenced effective date by their duly authorized representatives.

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

[Signature Page Follows]

PRIORITY POWER MANAGEMENT, LLC

_____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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 executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of PRIORITY POWER MANAGEMENT, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

PROFESSIONAL SERVICES AGREEMENT
FOR AGGREGATION AND CONSULTING SERVICES

THIS AGREEMENT is made and effective the 15th day of February 2017, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Priority Power Management, LLC, a licensed aggregator in the State of Texas, hereinafter referred to as "CONSULTANT."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall perform Electrical Power Aggregation and Consulting services for the City of Midland, Texas.

ARTICLE II. SERVICES TO BE PERFORMED

1. CONSULTANT shall provide those services described in Exhibit "A" and is appointed to perform those duties described in Exhibit "B."

2. CONSULTANT shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. CONSULTANT represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CONSULTANT shall perform professional services as outline in Exhibit "A." OWNER agrees and authorizes CONSULTANT to collect monthly from the OWNER'S retail electricity supplier a fee of $.0014 per kilowatt hour (the "Services Fee"), for the accounts included in the retail electricity supply contract services, as compensation for the services performed and outlined in Exhibit A.

ARTICLE IV. TERM

The term of this Agreement shall be from February 15, 2017, until February 14, 2022, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by CONSULTANT under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that CONSULTANT may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of CONSULTANT, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that CONSULTANT shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint

enterprise between CITY and CONSULTANT. No person performing any of the work and services described hereunder by CONSULTANT 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. CONSULTANT shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of CONSULTANT'S work. CONSULTANT shall assume exclusive responsibility for the work. CONSULTANT is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

CONSULTANT 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
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 CONSULTANT 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 Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by CONSULTANT shall inure to the

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

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

CONSULTANT 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).

The parties agree that, prior to the execution of the Agreement, CONSULTANT 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 Agreement.

CONSULTANT certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. CONSULTANT shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of CONSULTANT.

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, CONSULTANT 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to CONSULTANT: Priority Power Management, LLC
310 W. Wall, Suite 500
Midland, TX 79701

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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, CONSULTANT or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-

hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which CONSULTANT will settle, the physical and mailing addresses of CONSULTANT at the time and date the claim was presented and the physical and mailing addresses of CONSULTANT for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom CONSULTANT relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to CONSULTANT that CONSULTANT'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, CONSULTANT'S failure to comply with the requirements herein shall perpetually bar CONSULTANT'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. CONSULTANT agrees that the requirements of this entire Agreement are reasonable.

J. **PROMPT PAY ACT** - CITY and CONSULTANT agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

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

L. Entire Agreement. - This Agreement embodies the complete agreement of the parties, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: Frank Schultz ACM for
Courtney B. Sharp, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

John Ohnemiller, City Attorney

CONSULTANT:

By: Padraig Ennis

Name: Padraig Ennis

Title: Founding Principal

STATE OF Texas §

§

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 21 day of February 2017 personally appeared, Pat Ennis, an officer of Priority Power Management, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of February, 2017.

Caitlin Michelle McLain
Notary Public,
State of Texas
Expires: 07/15/2019

Notary Public, State of Texas

Exhibit "A"

Priority Power Management, LLC, will perform the following Services for the City of Midland:

1. **Data Collection and Analysis**
   a) Gather site lists including supplier information, account numbers, and service addresses;
   b) gather historical load data for each site;
   c) collect current contracts;
   d) determine whether the City of Midland ("Client") has a preferred supplier;
   e) analyze and complete any missing or questionable load data; and
   f) prepare data for distribution to suppliers.

2. **Strategy Assessment and Development**
   a) Assess the short term and long term goals of Client;
   b) assess market conditions and develop strategy consistent with Client goals;
   c) determine market liquidity and pricing environment;
   d) analyze various pricing structures and product mixes relative to Client goals;
   e) gain consensus from Client on hedging strategy if applicable; and
   f) assist Client with the development of contract terms that provide operational and incremental purchasing flexibility.

3. **Procurement**
   a) Present pricing options to Client relative to strategy;
   b) prepare electricity Request for Proposals (RFPs) and distribute to qualified suppliers;
   c) provide consistency in communicating RFP questions and answers to all participating suppliers;
   d) provide evaluation and analysis of all supplier bids; and
   e) negotiate terms and conditions with appropriate supplier(s).

4. **Contract Management**
   a) Monitor and verify accurate and timely switches of accounts to new supplier;
   b) review supplier invoices to determine consistency with contract terms;
   c) manage the addition and or deletion of Client accounts from supplier contract;
   d) provide Client with mark-to-market valuations of supply contracts in the event of a property disposition and or acquisition of a new property;
   e) assist Client with supplier issue resolution; and
   f) provide Client with estimated annual budgets and or ongoing performance metrics.

5. **Portfolio Management**
   a) Provide Client with market reports highlighting market events and pricing levels on a periodic basis;
   b) provide Client with price discovery by querying market suppliers regarding

current market price;

c) maintain a customized hedging position report for Client outlining various purchases and risk positions/ if applicable;

d) perform market out-looking and forward price discovery to meet Client-specific goals;

e) analyze "blend & extend" opportunities to meet desired budget goals; and

f) adjust strategies as needed to meet changing Client goals and market conditions.

Appointment of Agent

The undersigned hereby:

Appoints Priority Power Management, LLC, ("Agent") as its agent to act in its name, place and stead in any way which it could act with respect to researching, negotiating, executing, terminating, rescinding and delivery, energy product and service agreements with competitive energy suppliers and electric transmission and distribution services providers.

Acknowledges that it can have only one supplier of energy for metered service that pursuant to this Appointment of Agent it is granting the Agent the right to, among other things, enter into an agreement(s) with competitive energy suppliers on its behalf.

Agrees that it will be bound by an agreement(s) entered into with competitive suppliers by Agent on behalf of the undersigned.

Agrees that any third party receiving a duly executed copy or facsimile of this Appointment of Agent may act hereunder, and that revocation or termination hereof shall be ineffective as to the Agent and such third party unless and until actual written notice of such revocation or termination shall have been received by the Agent and such third party.

Represents to the Agent that it has the requisite corporate power and authority to execute, deliver and perform its obligations under the Appointment of Agent.

CITY OF MIDLAND:

Signature: Frank Salvato

Name: Frank Salvato

Title: Assistant City Manager

Date: 2.23.17

Agent: Padgay, Ennis

Signature: Pads Ennis

Name: Padgay, Ennis

Date: 2/21/2017

City Council Meeting

Item Number: 16

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND DRAW WIDENING - FRONT STREET TO GOLF COURSE ROAD PROJECT TO ONYX GENERAL CONTRACTORS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,985,689.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Midland Draw Widening Paving Improvement Project.

Recommended City Council Action:

Approve

Fiscal Impact:

$982,817 is available in the Golf Course (Road) and Midland Draw Project.

Funding of $172,782 is available in the General Fund Unappropriated Fund Balance and will be transferred to a project in fund 005.

Funding of $982,817 is available in the Drainage Fund Unappropriated Fund Balance and will be transferred to the Midland Draw Drainage project in Fund 405.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the approval of a resolution authorizing the execution of a contract for the Midland Draw Widening Paving Improvement Project. The bid request was sent to thirty-four (34) companies. We received three (3) bids. Staff recommends awarding a contract to Onyx General Contractors,

LLC for the amount of $1,985,689.00. Please see the attached memo from Jose Ortiz, Engineer Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Midland Draw Widening Paving Improvement Project to Onyx General Contractors, LLC of Midland, Texas for the amount of $1,985,689.00. Staff is also requesting an additional $127,727.00 in contingencies plus $25,000.00 for project related costs for a total cost of $2,138,416.00.

Tina Daugherty

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; Purchasing Manager

FROM: Jose Ortiz, Engineer Services Director

SUBJECT: Support Memo – Midland Draw Widening Project ♦ Eng. Project No. D20-01

COUNCIL MEETING DATE: October 12, 2021

Engineer staff has reviewed the bid proposals and bid tabulations for the Midland Draw Widening project. Onyx General Contractors, LLC is the apparent successful low bidder. Staff recommends awarding the project to Onyx.

Onyx General Contractors, LLC has an established history with projects in our City of similar scope and size to the subject project. Also, the unit prices appear to be in line with current pricing trends.

The apparent successful bidder was selected based on the base bid amount of $1,120,178.00 as outlined in the bidding documents. The Contractor also proposed costs for additional/alternate work to be performed on the project. It is our desire to accept bids for Alternate 1, Alternate 2, and Alternate 3.

In addition to acceptance of the Contractor's bids (Base bid and Alt 1,2, and 3), we would like to request that a 10% contingency in the amount of $112,019.00 be allowed for value added changes to the project during construction and $25,000.00 for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.).

Contractor's Bid	Amount	Source of Funds
Base:	$1,120,178.00	COM/MDC Share
Alternate 1	$222,330.00	COM/MDC Share
Alternate 2	$486,107.00	COM/MDC Share
Alternate 3	$157,074.00	General Fund
Total Bid	**$1,985,689.00**	
Contingency:	$112,019.00	COM/MDC Share
Contingency:	15,708.00	General Fund
Misc. Cost	$25,000.00	COM/MDC Share
Grand Total	**$2,138,416.00**	

Funding for the project will be from three (3) sources: (1) COM Drainage Fees at $982,817.00; (2) Midland Development Corporation at $982,817.00; and (3) General Fund at $172,782.00.

cc: Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND DRAW WIDENING - FRONT STREET TO GOLF COURSE ROAD PROJECT TO ONYX GENERAL CONTRACTORS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,985,689.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Midland Draw Widening - Front Street to Golf Course Road Project (the "Project"); and

WHEREAS, Bid No. 21004596 was opened on September 22, 2021, with the lowest responsible bidder being Onyx General Contractors, LLC of Midland, Texas ("Contractor"), having submitted a bid of $1,985,689.00 (including Additive Alternate Numbers 1, 2 and 3) as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", which shall include Additive Alternate Numbers 1, 2 and 3, shall not exceed $1,985,689.00; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,985,689.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in

total, do not increase the original contract price by more than $127,727.00; provided, however, that change orders related to Additive Alternate Number 3, in total, shall not increase the cost of Additive Alternate Number 3 by more than $15,708.00.

SECTION THREE. That funds are available or shall be transferred as follows:

A. The sum of $982,817.00 is available in the Golf Course and Midland Draw Project in Fund 236.

B. The sum of $172,782.00 shall be transferred from the General Fund Unappropriated Fund Balance to a project in Fund 005.

C. The sum of $982,817.00 shall be transferred from the Drainage Fund Unappropriated Fund Balance to the Midland Draw Drainage Project in Fund 405.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $2,113,416.00 from funds available as described in Section Three hereof upon receipt of proper invoices or statements approved by the City Manager; provided, however, that the total payment related to Additive Alternate Number 3 (1) shall not exceed $172,782.00 and (2) shall not be paid from drainage funds or funds contributed by the Midland Development Corporation.

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., 2021, 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

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

D20-01 Midland Draw Widening Project - Front Street to Golf Course Road

City of Midland - Engineering Services; September 22, 2021

BID TAB					Onyx General Contractors, LLC			Jones Bros. Dirt & Paving Contractors			FNF Construction		
Bid Item	Pay Note	Description	Quantity	Units	Bid # Unit Price	Bid Total	Actual Bid Total	Bid # Unit Price	Bid Total	Actual Bid Total	Bid # Unit Price	Bid Total	Actual Bid Total
Miscellaneous Items													
1	M1	Mobilization	4	MO	$ 6,500.00	$ 26,000.00	$ 26,000.00	$ 40,000.00	$ 160,000.00	$ 160,000.00	$ 50,000.00	$ 200,000.00	$ 200,000.00
2	M2	Temporary Erosion/Sediment Control	4	MO	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 15,250.00	$ 61,000.00	$ 61,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00
3	M3	Traffic Control	4	MO	$ 4,500.00	$ 18,000.00	$ 18,000.00	$ 2,500.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00
4	M4	Job Site Safety	4	MO	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 40,000.00	$ 40,000.00	$ 1,500.00	$ 6,000.00	$ 6,000.00
5	M5	Seeded Erosion Control Mats	30,710	SY	$ 1.40	$ 42,994.00	$ 42,994.00	$ 2.50	$ 76,775.00	$ 76,775.00	$ 6.25	$ 191,937.50	$ 191,937.50
6	M6	Soil Preparation, Seeding, Fertlizing & Stabilization	31.5	AC	$ 1,100.00	$ 34,650.00	$ 34,650.00	$ 1,200.00	$ 37,800.00	$ 37,800.00	$ 2,800.00	$ 88,200.00	$ 88,200.00
7	M7	Vegetative Watering	12	WK	$ 4,200.00	$ 50,400.00	$ 50,400.00	$ 6,000.00	$ 72,000.00	$ 72,000.00	$ 3,700.00	$ 44,400.00	$ 44,400.00
8	M8	Post Project - Gabion Wall Maintenance and Removal	12	WK	$ 1,500.00	$ 18,000.00	$ 18,000.00	$ 7,500.00	$ 90,000.00	$ 90,000.00	$ 750.00	$ 9,000.00	$ 9,000.00
9	M9	Manhole Adjustment to Grade	11	EA	$ 1,450.00	$ 15,950.00	$ 15,950.00	$ 1,800.00	$ 19,800.00	$ 19,800.00	$ 2,700.00	$ 29,700.00	$ 29,700.00
10	M10	Material Mark-up	Percentage	%	15.00%	15.00%	15.00%	55.00%	55.00%	55.00%	15.00%	15.00%	15.00%
11	M11	Labor Mark-up	Percentage	%	15.00%	15.00%	15.00%	35.00%	35.00%	35.00%	15.00%	15.00%	15.00%
12	M12	Equipment Rental Mark-up	Percentage	%	15.00%	15.00%	15.00%	30.00%	30.00%	30.00%	15.00%	15.00%	15.00%
Demolition Items													
1	D1	Clearing, Grubbing and Tree Removal	1	EA	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
2	D2	Removal & Disposal of Existing Miscellaneous Concrete Pavement	351	SY	$ 21.00	$ 7,371.00	$ 7,371.00	$ 5.00	$ 1,755.00	$ 1,755.00	$ 20.00	$ 7,020.00	$ 7,020.00
3	D3	Removal & Disposal of Existing Fences	2,120	LF	$ 3.50	$ 7,420.00	$ 7,420.00	$ 5.00	$ 10,600.00	$ 10,600.00	$ 4.00	$ 8,480.00	$ 8,480.00
4	D5	Strip and Stockpile 6" of Topsoil	25,260	CY	$ 4.25	$ 107,355.00	$ 107,355.00	$ 4.25	$ 107,355.00	$ 107,355.00	$ 5.50	$ 138,930.00	$ 138,930.00
5	D6	Uncalssified Channel Excavation	114,090	CY	$ 3.85	$ 439,246.50	$ 439,246.50	$ 7.50	$ 855,675.00	$ 855,675.00	$ 6.50	$ 741,585.00	$ 741,585.00
Structural Items													
1	S1	6" Concrete Cap for 27" Sewer	42	CY	$ 250.00	$ 10,500.00	$ 10,500.00	$ 858.00	$ 36,036.00	$ 36,036.00	$ 450.00	$ 18,900.00	$ 18,900.00
2	S2	6" Concrete Flume	783	SY	$ 83.00	$ 64,989.00	$ 64,989.00	$ 184.80	$ 144,698.40	$ 144,698.40	$ 200.00	$ 156,600.00	$ 156,600.00
3	S3	Post & Gable Fence	1160	LF	$ 25.00	$ 29,000.00	$ 29,000.00	$ 62.40	$ 72,384.00	$ 72,384.00	$ 27.00	$ 31,320.00	$ 31,320.00
4	S4	20 - Foot Security Swing Gate	5	EA	$ 7,000.00	$ 35,000.00	$ 35,000.00	$ 6,420.00	$ 32,100.00	$ 32,100.00	$ 5,000.00	$ 25,000.00	$ 25,000.00
Paving Items													
1	P1	Installation of Fill using Excavated Material	6,100	CY	$ 7.00	$ 42,700.00	$ 42,700.00	$ 10.00	$ 61,000.00	$ 61,000.00	$ 2.25	$ 13,725.00	$ 13,725.00
2	P2	Replace 6" of Topsoil	25,390	CY	$ 4.75	$ 120,602.50	$ 120,602.50	$ 6.50	$ 165,035.00	$ 165,035.00	$ 6.00	$ 152,340.00	$ 152,340.00
		Base Bid Total				**$ 1,120,178.00**	**$ 1,120,178.00**		**$ 2,084,013.40**	**$ 2,084,013.40**		**$ 2,003,137.50**	**$ 2,003,137.50**
Add Alternate No. 1: Flexible Caliche Base													
1	A1	6" Flexible Caliche Base	19,280	SY	$ 3.50	$ 67,480.00	$ 67,480.00	$ 6.00	$ 115,680.00	$ 115,680.00	$ 1.20	$ 23,136.00	$ 23,136.00
2	A2	6" Flexible Caliche Base	19,280	SY	$ 8.25	$ 159,060.00	$ 159,060.00	$ 7.00	$ 134,960.00	$ 134,960.00	$ 7.00	$ 134,960.00	$ 134,960.00
3	P2	Replace 6" of Topsoil	-3,210	SY	$ 1.00	$ (3,210.00)	$ (3,210.00)	$ 6.50	$ (20,865.00)	$ (20,865.00)	$ 0.70	$ (2,247.00)	$ (2,247.00)
4	M6	Soil Preparation, Seeding, Fertlizing & Stabilization	-4	AC	$ 250.00	$ (1,000.00)	$ (1,000.00)	$ 1,200.00	$ (4,800.00)	$ (4,800.00)	$ 2,600.00	$ (10,400.00)	$ (10,400.00)
		Add Alt No. 1 Total				**$ 222,330.00**	**$ 222,330.00**		**$ 224,975.00**	**$ 224,975.00**		**$ 145,449.00**	**$ 145,449.00**
Add Alternate No. 2: Flume Extensions & Center Valley Channels													
1	A1	Subgrade Shaping and Compaction	530	SY	$ 14.50	$ 7,685.00	$ 7,685.00	$ 6.00	$ 3,180.00	$ 3,180.00	$ 3.65	$ 1,934.50	$ 1,934.50
2	A2	6" Concrete Flume Extensions and Center Valley	5,526	SY	$ 87.00	$ 480,762.00	$ 480,762.00	$ 73.20	$ 404,503.20	$ 404,503.20	$ 62.00	$ 342,612.00	$ 342,612.00
3	P2	Replace 6" of Topsoil	-920	SY	$ 0.75	$ (690.00)	$ (690.00)	$ 6.50	$ (5,980.00)	$ (5,980.00)	$ 2.75	$ (2,530.00)	$ (2,530.00)
4	M6	Soil Preparation, Seeding, Fertlizing & Stabilization	-1	AC	$ 1,500.00	$ (1,650.00)	$ (1,650.00)	$ 1,200.00	$ (1,320.00)	$ (1,320.00)	$ 3,000.00	$ (3,300.00)	$ (3,300.00)
		Add Alt No. 2 Total				**$ 486,107.00**	**$ 486,107.00**		**$ 400,383.20**	**$ 400,383.20**		**$ 338,716.50**	**$ 338,716.50**
Add Alternate No. 3: Paving Hike-Bike Path													
1	A1	2" Type D HMAC Pavement	346	TON	$ 385.00	$ 133,210.00	$ 133,210.00	$ 165.00	$ 57,090.00	$ 57,090.00	$ 200.00	$ 69,200.00	$ 69,200.00
2	A2	Prime Coat	1,256	GAL	$ 19.00	$ 23,864.00	$ 23,864.00	$ 6.00	$ 7,536.00	$ 7,536.00	$ 4.00	$ 5,024.00	$ 5,024.00
		Add Alt No. 3 Total				**$ 157,074.00**	**$ 157,074.00**		**$ 64,626.00**	**$ 64,626.00**		**$ 74,224.00**	**$ 74,224.00**
Base Bid + Additive Alternate Totals													
1		Base Bid Total + Add Alt. No. 1					**$ 1,342,508.00**			**$ 2,308,988.40**			**$ 2,148,586.50**
2		Base Bid Total + Add. Alt. No. 1 + Add. Alt. No. 2					**$ 1,828,615.00**			**$ 2,709,371.60**			**$ 2,487,303.00**
3		Base Bid Total + Add. Alt. No. 1 + Add. Alt. No. 2 + Add. Alt. No. 3					**$ 1,985,689.00**			**$ 2,773,997.60**			**$ 2,561,527.00**
				Contract Award Total =			**$ 1,985,689.00**						

D20-01 Midland Draw Widening Project - Front Street to Golf Course Road

City of Midland - Engineering Services; September 22, 2021

BID TAB					Onyx General Contractors, LLC			Jones Bros. Dirt & Paving Contractors			FNF Construction		
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2	M2	Temporary Erosion/Sediment Control	4	MO	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 15,250.00	$ 61,000.00	$ 61,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00
3	M3	Traffic Control	4	MO	$ 4,500.00	$ 18,000.00	$ 18,000.00	$ 2,500.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00
4	M4	Job Site Safety	4	MO	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 40,000.00	$ 40,000.00	$ 1,500.00	$ 6,000.00	$ 6,000.00
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11	M11	Labor Mark-up	Percentage	%	15.00%	15.00%	15.00%	35.00%	35.00%	35.00%	15.00%	15.00%	15.00%
12	M12	Equipment Rental Mark-up	Percentage	%	15.00%	15.00%	15.00%	30.00%	30.00%	30.00%	15.00%	15.00%	15.00%
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Structural Items													
1	S1	6" Concrete Cap for 27" Sewer	42	CY	$ 250.00	$ 10,500.00	$ 10,500.00	$ 858.00	$ 36,036.00	$ 36,036.00	$ 450.00	$ 18,900.00	$ 18,900.00
2	S2	6" Concrete Flume	783	SY	$ 83.00	$ 64,989.00	$ 64,989.00	$ 184.80	$ 144,698.40	$ 144,698.40	$ 200.00	$ 156,600.00	$ 156,600.00
3	S3	Post & Gable Fence	1160	LF	$ 25.00	$ 29,000.00	$ 29,000.00	$ 62.40	$ 72,384.00	$ 72,384.00	$ 27.00	$ 31,320.00	$ 31,320.00
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Paving Items													
1	P1	Installation of Fill using Excavated Material	6,100	CY	$ 7.00	$ 42,700.00	$ 42,700.00	$ 10.00	$ 61,000.00	$ 61,000.00	$ 2.25	$ 13,725.00	$ 13,725.00
2	P2	Replace 6" of Topsoil	25,390	CY	$ 4.75	$ 120,602.50	$ 120,602.50	$ 6.50	$ 165,035.00	$ 165,035.00	$ 6.00	$ 152,340.00	$ 152,340.00
		Base Bid Total				**$ 1,120,178.00**	**$ 1,120,178.00**		**$ 2,084,013.40**	**$ 2,084,013.40**		**$ 2,003,137.50**	**$ 2,003,137.50**
Add Alternate No. 1: Flexible Caliche Base													
1	A1	6" Flexible Caliche Base	19,280	SY	$ 3.50	$ 67,480.00	$ 67,480.00	$ 6.00	$ 115,680.00	$ 115,680.00	$ 1.20	$ 23,136.00	$ 23,136.00
2	A2	6" Flexible Caliche Base	19,280	SY	$ 8.25	$ 159,060.00	$ 159,060.00	$ 7.00	$ 134,960.00	$ 134,960.00	$ 7.00	$ 134,960.00	$ 134,960.00
3	P2	Replace 6" of Topsoil	-3,210	SY	$ 1.00	$ (3,210.00)	$ (3,210.00)	$ 6.50	$ (20,865.00)	$ (20,865.00)	$ 0.70	$ (2,247.00)	$ (2,247.00)
4	M6	Soil Preparation, Seeding, Fertlizing & Stabilization	-4	AC	$ 250.00	$ (1,000.00)	$ (1,000.00)	$ 1,200.00	$ (4,800.00)	$ (4,800.00)	$ 2,600.00	$ (10,400.00)	$ (10,400.00)
		Add Alt No. 1 Total				**$ 222,330.00**	**$ 222,330.00**		**$ 224,975.00**	**$ 224,975.00**		**$ 145,449.00**	**$ 145,449.00**
Add Alternate No. 2: Flume Extensions & Center Valley Channels													
1	A1	Subgrade Shaping and Compaction	530	SY	$ 14.50	$ 7,685.00	$ 7,685.00	$ 6.00	$ 3,180.00	$ 3,180.00	$ 3.65	$ 1,934.50	$ 1,934.50
2	A2	6" Concrete Flume Extensions and Center Valley	5,526	SY	$ 87.00	$ 480,762.00	$ 480,762.00	$ 73.20	$ 404,503.20	$ 404,503.20	$ 62.00	$ 342,612.00	$ 342,612.00
3	P2	Replace 6" of Topsoil	-920	SY	$ 0.75	$ (690.00)	$ (690.00)	$ 6.50	$ (5,980.00)	$ (5,980.00)	$ 2.75	$ (2,530.00)	$ (2,530.00)
4	M6	Soil Preparation, Seeding, Fertlizing & Stabilization	-1	AC	$ 1,500.00	$ (1,650.00)	$ (1,650.00)	$ 1,200.00	$ (1,320.00)	$ (1,320.00)	$ 3,000.00	$ (3,300.00)	$ (3,300.00)
		Add Alt No. 2 Total				**$ 486,107.00**	**$ 486,107.00**		**$ 400,383.20**	**$ 400,383.20**		**$ 338,716.50**	**$ 338,716.50**
Add Alternate No. 3: Paving Hike-Bike Path													
1	A1	2" Type D HMAC Pavement	346	TON	$ 385.00	$ 133,210.00	$ 133,210.00	$ 165.00	$ 57,090.00	$ 57,090.00	$ 200.00	$ 69,200.00	$ 69,200.00
2	A2	Prime Coat	1,256	GAL	$ 19.00	$ 23,864.00	$ 23,864.00	$ 6.00	$ 7,536.00	$ 7,536.00	$ 4.00	$ 5,024.00	$ 5,024.00
		Add Alt No. 3 Total				**$ 157,074.00**	**$ 157,074.00**		**$ 64,626.00**	**$ 64,626.00**		**$ 74,224.00**	**$ 74,224.00**
Base Bid + Additive Alternate Totals													
1		Base Bid Total + Add Alt. No. 1					**$ 1,342,508.00**			**$ 2,308,988.40**			**$ 2,148,586.50**
2		Base Bid Total + Add. Alt. No. 1 + Add. Alt. No. 2					**$ 1,828,615.00**			**$ 2,709,371.60**			**$ 2,487,303.00**
3		Base Bid Total + Add. Alt. No. 1 + Add. Alt. No. 2 + Add. Alt. No. 3					**$ 1,985,689.00**			**$ 2,773,997.60**			**$ 2,561,527.00**
				Contract Award Total =			**$ 1,985,689.00**						

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: Midland Draw Widening
Front Street to Golf Course Road
Project Number: D20-01

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Spencer Robnett	At Large	Michael Trost

CITY ENGINEER

Matt C. Carr, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

April 2021

PACKET
16.10
October 12, 2021

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 22nd day of September, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19.

The Proposed Work provides for the furnishing of materials and labor for Midland Draw Widening - Front Street to Golf Course Road together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on _Wednesday_, _September 15th, 2021. There will be no in-person pre-bid meeting due to COVID-19.

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

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

mcarr@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, September 17, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

“FAX” or telephone bids or modifications will not be accepted.

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised March 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated July 2021 and numbered from 1 through 99 inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised March 2021

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

PACKET 16.21 October 12, 2021

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: ONYX GENERAL CONTRACTORS, LLC

Local Address (must be within the City limits): 1010 S. FM 1788 Midland, Texas 79706

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 60+
3. Year your business was established in the City of Midland: 2000
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   ONYX GENERAL CONTRACTORS, LLC
   PO Box 60547
   Midland, Texas 79711

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

   _____

   _____

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

   ☒ Yes ☐ No

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

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

Authorized Signature: _____ Date: 09/22/2021

Printed Name and Title: Paul Iaquaniello Vice President

TECHNICAL SPECIFICATIONS

FOR: Midland Draw Widening – Front Street to Golf Course Road

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

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

1) Excavation, Embankment and Preparation of Subgrade
2) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
3) Flexible Base, Caliche
4) PVC Pipe Casings
5) Water Line Specifications
6) Gravity Flow Sewers for Wastewater and Storm Water

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

Form Revised April 2021

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) “Contract” or “This Contract” or “Agreement”: The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) “Contractor”: The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) “Owner”, “City”, or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) “Engineer”: The word “Engineer” used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the Midland Draw Widening – Front Street to Golf Course Road Project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project base bid will include clearing and grubbing, strip and stockpile topsoil, demolition of existing structures, removal of outfall protection wall, installation of concrete flumes, concrete cap, fence and gate, installation of erosion control blankets, vegetative watering, and including all necessary mobilization as well temporary as erosion control, traffic control, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

Additive Alternate 1 will include flexible caliche base for the service roads along the top banks.

Additive Alternate 2 will include concrete flume extensions and center valley.

Additive Alternate 3 will include paving a hike & bike path.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

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

2. ORDER OF PRECEDENCE:

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

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

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

c. Maintenance shall include:
    i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
    ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
    iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. CONSTRUCTION SCHEDULE:

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

11. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

12. SURVEY:

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.

13. WATER FOR CONSTRUCTION:

The Contractor is to install a water tap with a valve can at the location shown on the plans and make all necessary arrangements with the Director of Utilities for necessary connections and meters. Water used for soil conditioning and compaction efforts will be incidental to the project. However, vegetative watering will be paid on a weekly basis at a frequency specified on the plans or as directed by the Engineer. The contractor shall use water sparingly, only for the activities described in this section.

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

The project is in a large drainage channel and it is subject to flooding during small rain events. The contractor is to install a gabion outfall protection wall intended to protect downstream infrastructure from accumulated sediment. Any sediment accumulated along the wall is to be removed and replaced after each event. The gabion wall is to remain in place until final stabilization of the project is achieved. The contractor shall remove the wall at the end of the final stabilization period.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

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

Demolished material will become the property of the Contractor. Demolished material is be disposed in accordance with Federal, State and Local regulations.

With the exception of topsoil and excess material from excavation, no other material is to be placed on City property or private property without the approval of the Engineer and the property owner. Existing topsoil within the project area is to be striped and hauled away to a designated location shown on the plans. Material from excavation shall be reused on fill areas. All remaining excess material from excavation is to be hauled away to a designated stockpile location adjacent to Golf Course road, as shown on the plans.

17. TESTING:

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

Required testing includes:

Concrete for Flumes, Center Valley and Cap – A Slump Test is required for every cylinder set (3 test cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed.

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

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers and Fittings for Wastewater and Storm Water, Part 3.14, Testing Gravity Mains and Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers and Fittings for Wastewater and Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 120 calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

PROPOSAL

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

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

Project Name: Midland Draw Widening – Front Street to Golf Course Road

Project Number: D20-01

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	4 MO	Mobilization, furnished, installed, complete and in place, for the sum of: six thousand five hundred dollars and zero cents per month. (Pay Note M1)	$ 6,500.00	$ 26,000.00
2)	4 MO	Temporary Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: five thousand dollars and zero cents per month. (Pay Note M2)	$ 5,000.00	$ 20,000.00
3)	4 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: four thousand five hundred dollars and zero cents per month. (Pay Note M3)	$ 4,500.00	$ 18,000.00
4)	4 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: two thousand dollars and zero cents per month. (Pay Note M4)	$ 2,000.00	$ 8,000.00
5)	30,710 SY	Seeded Erosion Control Mats, furnished, installed, complete and in place, for the sum of: one dollars and forty cents per square yard. (Pay Note M5)	$ 1.40	$ 42,994.00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	31.5 AC	Soil Preparation, Seeding, Fertilizing & Stabilization, furnished, installed, complete and in place, for the sum of: one thousand one hundred dollars and zero cents per acre. (Pay Note M6)	$ 1,100.00	$ 34,650.00
7)	12 WK	Vegetative Watering, installed, complete and in place, for the sum of: four thousand two hundred dollars and zero cents per week. (Pay Note M7)	$ 4,200.00	$ 50,400.00
8)	12 WK	Post Project – Gabion Wall Maintenance and Removal, complete and in place, for the sum of: one thousand five hundred dollars and zero cents per week. (Pay Note M8)	$ 1,500.00	$ 18,000.00
9)	11 EA	Manhole Adjustment to Grade – Sewer, furnished, installed, complete and in place, for the sum of: one thousand four hundred fifty dollars and zero cents per each. (Pay Note M9)	$1,450.00	$15,950.00
10)	Enter Percentage	Material Mark-up, complete and in place, for the sum of: fifteen percent. (Pay Note M10)	15 %	$ (No Entry)
11)	Enter Percentage	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: fifteen percent. (Pay Note M11)	15 %	$ (No Entry)
12)	Enter Percentage	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: fifteen percent. (Pay Note M12)	15 %	$ (No Entry)
Total Miscellaneous Items 1-12		$ 233,994.00		

Base Bid: Demolition				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 EA	Clearing, Grubbing and Tree Removal furnished, installed, complete and in place, for the sum of: twenty-two thousand dollars and zero cents per each. (Pay Note D1)	$ 22,000.00	$ 22,000.00
2)	351 SY	Removal & Disposal of Existing Miscellaneous Concrete Pavement, complete and in place, for the sum of: twenty-one dollars and zero cents per square yard. (Pay Note D2)	$ 21.00	$ 7,371.00
3)	2,120 LF	Removal & Disposal of Existing Fences, complete and in place, for the sum of: three dollars and fifty cents per linear foot. (Pay Note D3)	$ 3.50	$ 7,420.00
4)	25,260 CY	Strip and Stockpile 6" of Topsoil, complete and in place, for the sum of: four dollars and twenty-five cents per cubic yard. (Pay Note D4)	$ 4.25	$ 107,355.00
5)	114,090 CY	Unclassified Channel Excavation, complete and in place, for the sum of: three dollars and eighty-five cents per cubic yard. (Pay Note D5)	$ 3.85	$ 439,246.50
Total Demolition Items 1-5		$ 583,392.50		

Base Bid: Structural Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	42 CY	6" Concrete Cap for 27" Sewer, furnished, installed, complete and in place, for the sum of: two hundred fifty dollars and zero cents per cubic yard. (Pay Note S1)	$ 250.00	$ 10,500.00
2)	783 SY	6" Concrete Flume, furnished, installed, complete and in place, for the sum of: eighty-three dollars and zero cents per square yard. (Pay Note S2)	$ 83.00	$ 64,989.00
3)	1,160 LF	Post & Cable Fence, complete and in place, for the sum of: twenty-five dollars and zero cents per linear foot. (Pay Note S3)	$ 25.00	$ 29,000.00
4)	5 EA	20-Foot Security Swing Gate, complete and in place, for the sum of: seven thousand dollars and zero cents per each. (Pay Note S4)	$ 7,000.00	$ 35,000.00
Total Structural Items 1-4		$ 139,489.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6,100 CY	Installation of Fill using Excavated Material, furnished, installed, complete and in place, for the sum of: seven dollars and zero cents per cubic yard. (Pay Note P1)	$ 7.00	$ 42,700.00
2)	25,390 CY	Replace 6" of Topsoil, complete and in place, for the sum of: four dollars and seventy-five cents per cubic yard. (Pay Note P2)	$ 4.75	$ 120,602.50
Total Demolition Items 1-2		$ 163,302.50		

Add Alternate No. 1: Caliche Access Roads				
	Quantity	Description	Unit Price	Total Amount
1)	19,280 SY	Subgrade Shaping and Compaction, furnished, installed, complete and in place, for the sum of: three dollars and fifty cents per square yard. (Pay Note A1)	$ 3.50	$ 67,480.00
2)	19,280 SY	6" Flexible Caliche Base, furnished, installed, complete and in place, for the sum of: eight dollars and twenty-five cents per square yard. (Pay Note A2)	$ 8.25	$ 159,060.00
3)	-3,210 SY	Replace 6" of Topsoil, complete and in place, for the sum of: one dollars and zero cents per cubic yard. (Pay Note P2)	$ 1.00	$(-3,210.00)
4)	-4.0 AC	Soil Preparation, Seeding, Fertilizing & Stabilization, furnished, installed, complete and in place, for the sum of: two hundred fifty dollars and zero cents per acre. (Pay Note M6)	$ 250.00	$(-1,000.00)
Total Add Alt. No. 1 Items 1-4		$ 222,330.00		

Add Alternate No. 2: Flume Extensions & Center Valley Channels				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	530 SY	Subgrade Shaping and Compaction, furnished, installed, complete and in place, for the sum of: fourteen dollars and fifty cents per square yard. (Pay Note A1)	$ 14.50	$ 7,685.00
2)	5,526 SY	6" Concrete Flume Extensions and Center Valley Channels, furnished, installed, complete and in place, for the sum of: eigthy seven dollars and zero cents per square yard. (Pay Note A2)	$ 87.00	$ 480,762.00
3)	-920 SY	Replace 6" of Topsoil, complete and in place, for the sum of: zero dollars and seventy-five cents per cubic yard. (Pay Note P2)	$ 0.75	$(-690.00)
4)	-1.1 AC	Soil Preparation, Seeding, Fertilizing & Stabilization, furnished, installed, complete and in place, for the sum of: one thousand five hundred dollars and zero cents per acre. (Pay Note M6)	$ 1,500.00	$(-1,650.00)
Total Add. Alt. No. 2 Items 1 - 4		$ 486,107.00		

Add Alternate No. 3: Paving Hike-Bike Path				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	346 TONS	2" Type D HMAC Pavement, furnished, installed, complete and in place, for the sum of: three hundred eighty-five dollars and zero cents per ton. (Pay Note A1)	$ 385.00	$ 133,210.00
2)	1256 GAL	Prime Coat, furnished, installed, complete and in place, for the sum of: nineteen dollars and zero cents per gallon. (Pay Note A2)	$ 19.00	$ 23,864.00
Total Add. Alt. No. 3 Items 1 - 2		$ 157,074.00		

Price For:	
1. Miscellaneous Items	$ 233,994.00
2. Demolition Items	$ 583,392.50
3. Structural Items	$ 139,489.00
4. Paving Items	$ 163,302.50
Base Bid Total Price	$ **1,120,178.00**
5. Add Alternate No. 1	$ 222,330.00
Base Bid + Add Alt No. 1	$ **1,342,508.00**
6. Add Alternate No. 2	$ 486,107.00
Base Bid + Add Alt No. 1 + No. 2	$ **1,828,615.00**
7. Add Alternate No. 3	$ 157,074.00
Base Bid + Add Alt No. 1 + No. 2 + No. 3	$ **1,985,689.00**

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

BASE BID : **one Million one hundred twenty thousand one hundred seventy-eight** dollars

and **zero** cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 120 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for **5% of total amount PLEASE SEE ATTACHED BID BOND** dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

ONYX GENERAL CONTRACTORS, LLC

Name of Contractor

Submitted By: Paul Iaquaniello Vice President

Print ~~Name and Title~~

Signature

P.O. Box 60547

Mailing Address

Midland, Texas 79711

City State Zip

PAY NOTES

Midland Draw Widening - Front Street to Golf Course Road (D20-01)

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Temporary Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Seeded Erosion Control Mats	M5
6	Soil preparation, Seeding, Fertilizing & Stabilization	M6
7	Vegetative Watering	M7
8	Outfall Protection Gabion	M8
9	Sanitary Sewer Manhole Adjustment to Grade	M9
10	Material Mark-up	M10
11	Labor Mark-up	M11
12	Equipment Rental Markup	M12
Demolition Items		
1	Clearing, Grubbing and Tree Demolition	D1
2	Removal & Disposal of Existing Miscellaneous Concrete	D2
3	Removal & Disposal of Existing Fences	D3
4	Removal & Stockpile of Top Soil	D4
5	Unclassified Channel Excavation	D5
Structural Items		
1	6" Concrete Cap for 27" Sewer	S1
2	6" Concrete Flume	S2
3	Post & Cable fence	S3
4	20' Security Swing Gate	S4
Paving Items		
1	Installation of Fill using Excavated Material	P1
2	Replace 6" of Topsoil	P2
Add Alternate No. 1 Items		
1	Subgrade Preparation & Compaction	A1
2	6" Flexible Caliche Base	A2
Add Alternate No. 2 Items		
1	Subgrade Preparation and Compaction	A1
2	6" Concrete Flume Extensions and Center Valley Channel	A2
Add Alternate No. 3 Items		
1	2" Type D HMAC Pavement	A1
2	Prime Coat	A2

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to 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 necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Seeded Erosion Control Mats per the construction drawings and City of Midland standards and specifications, including mats, seeding, staking, and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M6 Includes the necessary equipment, labor, materials, and incidentals for Soil Preparation, Seeding, Fertilizing & Stabilization per the construction drawings and City of Midland standards and specifications, including all appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per acre measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering at the frequency specified in the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per week.

M8 Includes installation and removal for Outfall Protection Gabion Wall and all necessary equipment, labor, materials, and incidentals per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each.

M9 Shall include the necessary equipment, labor, materials, and incidentals for the Manhole Ring & Cover Adjustment to the proposed finished pavement surface including a 5' x 5' x 0.5' concrete collar as indicated in the construction drawings. (Measurement and payment shall be per each manhole cover adjusted.)

M10 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.

M11 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.

M12 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for Clearing, Grubbing and Tree removal per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, including all appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 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 specifications, including all appurtenances. Measurement and payment to be made per square yard.

D3 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fences per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

D4 Includes the necessary equipment, labor, materials, and incidentals for Stripping & Stockpiling of Topsoil per the construction drawings and City of Midland standards and specifications including all removal and disposing of objectionable material, unclassified excavation, transporting, stockpiling and appurtenances. Measurement and payment to be the per cubic yard.

D5 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurement and payment to be per cubic yard.

S1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Cap for 27" sewer per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Toe section is formed and poured monolithically with cap and is not a separate bid item. Measurement and payment to be made per cubic yard measured along the ground surface.

S2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with flume and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

S3 Includes the necessary equipment, labor, materials, and incidentals to install a Post and Cable Fence per the construction drawings and City of Midland standards and specifications, including all columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the fence centerline through all structures and appurtenances.

S4 Includes the necessary equipment, labor, materials, and incidentals to install a Security Swing Gate per the construction drawings and City of Midland standards and specifications, including all columns, posts, foundations, anchors, frames, attachments, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per each gate installed.

P1 Includes the necessary equipment, labor, materials, and incidentals for Installation of Fill using Excavated Material to the depths and on the areas shown per the construction drawings and City of Midland standards and specifications including all unclassified excavation, hauling, backfilling, shaping, cutting, filling and appurtenances. Measurement and payment to be per cubic yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Replacing Topsoil to the depths and on the areas shown per the construction drawings and City of Midland standards and specifications including all the transporting, windrowing, stockpiling, cultivating, spreading, watering, rolling and appurtenances. Measurement and payment to be the per cubic yard.

A1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Shaping and Compaction per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

A2 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Caliche Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including unclassified excavation, embankment fill, subgrade preparation, all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

A1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Shaping and Compaction per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

A2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Flume Extensions and Center Valley Channels per the construction drawings and City of Midland standards and specifications, including unclassified excavation, embankment fill, subgrade preparation, all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with flume and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

A1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

A2 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30) 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.

THE AMERICAN INSTITUE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Onyx General Contractors, LLC

as Principal, hereinafter called the Principal, and
FCCI Insurance Company
6300 University Parkway, Sarasota, Fl 34240
a corporation duly organized under the State of **Florida**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Midland

as Obligee, hereinafter called the Obligee, in the sum of
*****FIVE PERCENT OF BID AMOUNT*** (5%)**

for the payment of which sum well and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Midland Draw Widening - Golf Course Rd. to Front Street D20-01

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

Signed and sealed this **September 22, 2021** .

Onyx General Contractors, LLC

(Witness)

(Seal)
Vice President
(Title)

FCCI Insurance Company

(Witness)

(Seal)
Haevyn Knobloch
Haevyn Knobloch **Attorney-in-Fact**

AIA DOCUMENT A310 – BID BOND – AIA® - FEBRUARY 1970 ED – THE AMERICAN INSTITUE OF ARCHITECTS, 1735 N.Y. AVE, N.W., WASHINGTON, D. C. 20006

Printed on Recycled Paper 9/93

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina G McLelland; Haevyn Knobloch

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1993 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 22nd day of September 2021

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

PACKET
16.70
October 12, 2021

PLEASE SEE ATTACHED BID BOND

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Midland Draw Widening- Front Street to Golf Course.

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

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

PLEASE SEE ATTACHED BID BOND

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2021

BidB 2

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 13th day of October, 2021, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Onyx General Contractors, LLC of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Midland Draw Widening – Front Street to Golf Course Road together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $1,985,689.00.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

COMPLIANCE

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

Contractor 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.

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20 21__ personally appeared _____, an officer of Onyx General Contractors, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public

Form Revised September 2021

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 Midland Draw Widening – Front Street to Golf Course Road , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2021

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Midland Draw Widening – Front Street to Golf Course Road, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Midland Draw Widening – Front Street to Golf Course Road

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised March 2021

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

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

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

4. BACKFILL AND CLEANUP

GENERAL

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

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

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

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

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

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

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

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

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

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

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

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

08/07

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

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP....1

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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

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

2. MATERIALS

CONCRETE

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

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

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

3. CONSTRUCTION

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

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

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

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

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

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

8/07

BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

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

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

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

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

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

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

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

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

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

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

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

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

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

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

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

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

B. PLACING

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

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

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

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

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

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

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

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

C. COMPACTION AND FINISHING

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

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

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

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

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

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

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

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

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

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

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

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

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

All transverse joints shall be checked with a l0" straight edge while the material is

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

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

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

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

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

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

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

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

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

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

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

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

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

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

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

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

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

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

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

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

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

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

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

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

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

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

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

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

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

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

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

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

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

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

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

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

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

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

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

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

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

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

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

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

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

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

The reduced rate shall apply to the entire lot.

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

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

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

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

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

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

5. ADDITIVES

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

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

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 -- 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.
b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

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POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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P.V.C. PIPE CASINGS

1. SCOPE

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

2. MATERIAL

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

3. CONSTRUCTION

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

4. MEASUREMENT AND PAYMENT

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

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

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

2. PIPE AND MATERIAL

2.1 General

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

2.2 Polyvinyl Chloride (PVC) Pipe

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

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

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

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

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

F. Pipe laying lengths shall be 20'.

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

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

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

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

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

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

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

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

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

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

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

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

2.2(a).1 General

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

2.2 (a).2 Tape Material

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

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

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

2.2(a).3 Construction Methods

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

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

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

2.2(a).4 Measurement and Payment

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

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

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

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

2.6 Pretensioned Concrete Cylinder Pipe

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

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

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

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

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

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

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

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

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

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

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

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

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

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

2.7 Casing Pipe

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

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

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

2.8 Bedding Materials

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

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

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

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

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

** Approximate Gradation for Crusher Fines

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

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

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

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

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

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

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

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

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

3.2 Gate Valves

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

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

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

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

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

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

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

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

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

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

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

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

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

l4" up. . . . . l50 psi

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

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

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

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

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

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

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

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

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

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

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

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

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4" service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

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

2.01 (a).2 Tape Material

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

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

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

2.01(a).3 Construction Methods

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

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

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

2.01(a).4 Measurement and Payment

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

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

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

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

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

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

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

B. GRANULAR MATERIAL USE DESIGNATIONS:

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

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

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

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4") inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6") inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3' minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

ADDENDUM #01
Project Number D20-01

TO ALL BIDDERS ON THE SUBJECT BID: **Midland Draw Widening – Golf Course Rd. to Front Street**

ADDENDUM #01

DATE: September 17, 2021

1. Q/A and Clarification
2. Sign-In Sheet
3. Pre-Bid Agenda
4. Revised Plan Sheets

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

All other terms and conditions shall remain the same.

ONYX GENERAL CONTRACTORS, LLC
Company Name

Bidder Authorized Signature

09/23/2021
Date

Paul Iaquaniello
Please Print Above Name

432-561-8900
Phone

Midland Draw Widening – Golf Course Rd. to Front Street
Project Number D20-01

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all conflict of interest forms are completed and included.

Clarification: Check that all bid bond forms are in order when submitting bids.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete. This includes the bid items for Labor/Material/Equipment Markup and Additive Alternates.

Clarification: The Proposal section of the Bid Packet has been revised. The revised version is attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal section in their entirety and replace them with the attached revision.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The awarding of the contract will be based on the "Base Bid Total Price" line item found on page 7 of the Proposal. The "Base Bid Total Price" line item is the valve that is entered in written form on page 8 of the Proposal.

Clarification: If a large rainfall event damages properly installed permanent erosion control measures already installed during construction, the City will compensate the Contractor for repairs. A large rainfall event is one in which high water debris marks at Golf Course Road indicated that a flow depth across the road exceeded 3.5 feet.

Clarification: Plan Set – Plan Sheet C206 – Stationing was added to the plan sheet indicated the project limits of the concrete cap above the 27" sewer line.

Q: In the Proposal and in the Plans – The existing, abandoned 14" EF Line is shown on the cross-section plan sheets but is not mentioned on the demolition items of the Proposal. Is the pipe intended to be removed? And if so, what is the pipe material type? What is in it?

A: The City does NOT intend for the Contractor to remove the pipe during excavation activities. . Where the pipe is exposed or damaged, the Contractor is to crush the pipe and abandon in place OR to work around the pipe if crushing of the pipe is not possible. The abandoned pipe is not believed to be slurry-filled and the material may be a steel cement cored pipe or of clay material according to available records.

Q: What is the cost estimate for the project?

A: The cost estimate for the base bid portion of the project is approximately 1.6 – 1.9 Million dollars.

Q: In the Proposal – Miscellaneous Items, Pay Item 7 – The unit of pay for the item is by the week and not by the gallon. Can you clarify?

A: The Contractor will NOT pay for water (construction or vegetation establishment) as provided by the City of Midland from a construction meter. Prospective bidders will not need to include the cost of water in the bid items that require water. Please include bid prices that reflect the Contractor's cost of equipment and labor. On page SP5 of Special Provision, Paragraph 13 – Water For Construction helps clarify why pay item 7 unit of pay is in weeks. Paragraph 13 states that water used for soil conditioning and compaction efforts will be incidental to the project, thus there is no payment of construction water by the gallon on the Proposal. Paragraph 13 goes on to state that the vegetative watering will be paid by the week based on the rate and frequency outlined on Plan Sheets G105 and G106 of the General Notes. Contractor is to setup an account with the City for construction water as usual; however, no charge will be made to the Contractor for water used on the Midland Draw Widening project.

Q: In the Plans – the work entails plugging a line and adjusting sewer manholes. Are bidders required to submit proof of documentation that they possess the water operator or wastewater D licenses?

A: The proof of documentation for those licenses is not required for the submittal of bid. The language has been removed from the Special Provisions section of the Contract Documents on page SP8 – Bid Packet Completion Items of Note.

Q: In the Plans, Plan Sheet C508 – At what depth do we engage the concrete cap shown in Detail C4 – Traffic Rated Concrete Cap?

A: The Bidders should use Detail C1 – Gabion Outfall Protection Section at Centerline 1+15 and Gabion Note No. 8 as direction of when to engage the concrete cap over the existing 27" sewer line. The plan view of the concrete cap is shown on Plan Sheet C201.

Q: Is a depth survey going to be required by the City to safe guard the existing 27" sewer line from the heavy equipment that will be used during the excavation?
A: No, a depth survey is not being required to be conducted by the Contractor on the existing 27" sewer line. On average, the existing sewer line has been deisgned to have 3 to 4 foot of cover with the exception of: (1) the Mulberry Draw intersection, and (2) adjacent to Front Street. At the two exception locations, the Contractor is instructed remove any existing concrete (see Demolition Plan Sheets) and install a concrete cap over the sewer line.

Q: Will the City be conducting a schedule site visit with the Bidder's?
A: No, the City will not be conducting a site visit with the Bidders collectively.

Q: In the Proposal, Add Alternate No. 1, Pay Item No. 2 – The Proposal calls out for a 6" of caliche base but on Plan Sheet C505 it calls out for 8" of caliche base. Which is correct?
A: The Proposal call out is correct at 6" of caliche base. Plan Sheet C505 will be changed and is provided to the Bidders in Addendum No. 1. (See attached Sheet)

Q: Can we get a copy of the boring logs for this project?
A: There are no boring logs associated with this project.

Q: Will there be contact information provided regarding the landowner for the dump site?
A: Yes, the City will provide the landowner contact information to the Contractor so there may be coordination between the landowner and the Contractor. Please keep in mind, that on Plan Sheet G102, General Note M states Contractor is to prepare and maintain the site throughout the duration of the project.

Q: Will there be dump fees required for stock piling at the appointed site?
A: No, there will be no dump fees access to the Contractor by the landowner for stockpiling the excavated material. The landowner has requested the excavated material from the City for the future development of his property.

Q: In the Proposal, Miscellaneous Items, Equipment Rental Mark-up -Pay Item No. 12 – How does it work if it is the company's owned equipment verses rental equipment? What kind of supporting paperwork do we need to provide? Is it based on TxDOT or blue book?
A: The noted pay item and corresponding pay note refer the equipment rental in which the Contractor identifies the equipment as being a non-standard piece of equipment needed for construction activities and is not covered by any other pay item in the Contract. This means the Contractor does not own the piece of equipment and must go out to the marketplace to rent it. As per the pay note, the City will compensate the Contractor the cost of the equipment rental in question plus the set percent increase established by this item. In the case of this scenario, simply the Contractor cannot own the equipment in question and expect the City to compensate the Contractor for the use of such equipment. The submitted paperwork does not have to be based on TxDOT or blue book values, but it must include the supplier's invoicing.

Q: Regarding the note for local labor: Please clarify, do we have to hire a certain percentage of local labor or any other requirements?

A: The above referenced note was search for throughout the plan set and contract documents and was not found. The project is not a federally funded project so as such there would be not percentage requirements for local labor.

Q: In the Plans, Plan Sheet G107 – Note No.3 references Phasing 3 but on the adjacent plan view it only references up to Phasing 2. Is there a missing plan sheet?

A: There is not a missing plan sheet after Plan Sheet G107. The plan set has been revised since the last time the project was placed out to bid. Plan Sheet G107 will be revised and provided to the Bidders in Addendum No. 1. (See attached sheet)

Q: Will the temporary erosion control measures being implemented during the utility project stay in place for the start of the Midland Draw Widening Project?

A: The Contractor should bid the project as if all of the erosion control measures for the Utility Project have been utilized and removed due to stabilization being achieved. Actual field conditions will be coordinated with the successful bidder.

Q: Will we need to protect the downstream existing features?

A: Yes, both the Utility Contractor and the Excavation Contractor will need to protect the downstream infrastructure. At the beginning of his project, the Utility Contractor will install the gabion outfall protection. The excavation contractor during the course of the construction project will have to maintain the gabion outfall and any other temporary erosion control measure he has installed.

Pre-Bid Teleconference Meeting Attendance

D20-01

Midland Draw Widening Project - Golf Coarse Road to Front Street

Date: 05-15-2021 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
√	Matt Carr	City of Midland			mcarr@midlandtexas.gov
√	Bobby Wojciechowski	City of Midland			bwojciechowski@midlandtexas.gov
√	Jesus Perez	City of Midland			jperez@midlandtexas.gov
√	Erika Martinez	City of Midland			emunoz@midlandtexas.gov
√	Jesse Ramirez	Reece Albert			jesser@reecealbertinc.com
√	John Darnell	Onyx Contractors			john@onyxcontractors.com
√	Stephanie Ruder	JD King			stephanie.ruder@jdkingcorp.com
√	Kyle Langley	JD King			kyle.langley@jdkingcorp.com
√	Chad King	JD King			chad.king@jdkingcorp.com
√	Jack Miller	FNF			jmiller@fnfinc.com
√	Sarah Gray	FNF			sgray@fnfinc.com
√	Jason Creach	FNF			jcreach@fnfinc.com
√	Larry Quinney	Jones Bros.			l.quinney@jonesdp.com
√	Rene Franks	Parkhill			rfranks@parkhill.com
√	Jairo Gonzales	Barricades Unlimited			jgonzalez@barricadesunlimited.com
√	Rahul Patil	Ragle Inc.			rpatil@ragleinc.com
√	Gerrie Coleman	Oncor			gerri.coleman2@oncor.com

Midland Draw Widening – Front Street to Golf Course Road
Pre-Bid Teleconference Meeting Agenda
Project No. D20-01
September 15, 2021; 3:00 PM

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
   - Please email mcarr@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Cory Moose – Assistant Utilities Director
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Rex Swearinger – Operations Planner, utility coordination
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process and bid opening

3. Project Overview and Scope
   - Base Bid - The project will include clearing and grubbing, strip and stockpile topsoil, demolition of existing structures, removal of outfall protection wall, manhole adjustments, installation of concrete flumes, concrete cap, fence and gate, installation of erosion control blankets, vegetative watering, and including all necessary mobilization as well temporary as erosion control, traffic control, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed.
   - Additive Alternate 1 – The project will include flexible caliche base for the service roads along the top banks.
   - Additive Alternate 2 – The project will include concrete flume extensions and center valley.
   - Additive Alternate 3 – The project will include paving the west side service road into a hike and bike path.

4. Bid Process
   - Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: mcarr@midlandtexas.gov
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, September 17, 2021 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.

- ATTENTION: The City of Midland's City Hall is once again open to the Public. All bidders are still encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing.

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

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St, Suite 330
  Midland, TX 79701

  If bid packets are delivered in person, the bid packets must be dropped off at City Hall before the bid opening deadline. Due to increased security within the building, Bidders must stop by the receptionist's desk, across the elevators, for assistance with time stamping the bid packet for the bid.

- **Bid Opening is Wednesday, September 22, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - ATTENTION: The City of Midland's City Hall is once again open to the Public. The public bid opening will also be shown via the City Council Meeting live feed to maintain social distancing requirements due to COVID-19. This can be accessed from the following web address at the time of the bid opening: http://www.midlandtexas.gov/600/Watch-Council-Meetings
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal, then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on the portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt" or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work will not occur on Sundays or legal holidays unless required for emergency situations.
   - Work will not occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics

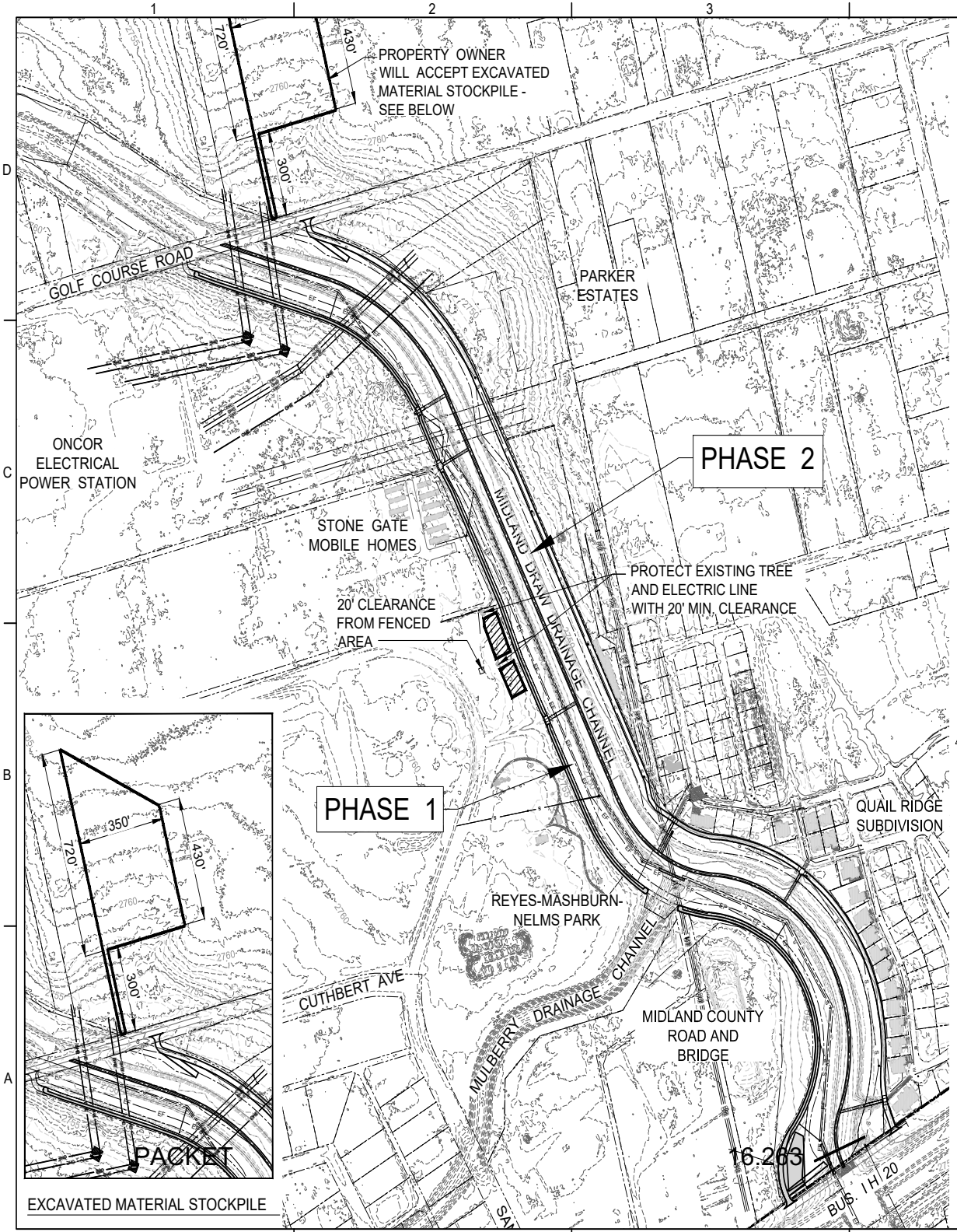
- Traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within or adjacent to the project area.
- The project is an existing large drainage channel, and it is subject to flooding during small rain events. The contractor is to maintain a gabion outfall protection wall (installed by others) intended to protect downstream infrastructure. Any sediment accumulated along the wall is to be removed and replaced after each event. The gabion wall is to remain in place until final stabilization of the project is achieved. The contractor shall remove the wall at the end of the final stabilization period.
- Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented to prevent sediment erosion from wind, rain, and other elements from the project site. Should the City feel that supplementary erosion control measures are required in addition to those already implemented the Contractor will then have to include additional temporary erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.
- Apart from topsoil and excess material from excavation, no other material is to be placed on City property or private property without the approval of the Engineer and the property owner. Existing topsoil within the project area is to be striped and hauled away to a designated location shown on the plans. Material from excavation shall be reused on fill areas. All remaining excess material from excavation is to be hauled away to a designated stockpile location adjacent to Golf Course Road, as shown on the plans.
- The awarding of the contract will be based on the "Base Bid Total Price" line item found on page 7 of the Proposal. The "Base Bid Total Price" line item is the valve that is entered in written form on page 8 of the Proposal.

9. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Matt Carr with the City of Midland.

Engineering Services

Matt C. Carr
Office Phone: (432) 685-7287
Email: mcarr@midlandtexas.gov



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PHASING AND STOCKPILE NOTES

1. CONTRACTOR IS REQUIRED TO FILE A NOI AND COMPLY WITH THE TPDES CONSTRUCTION GENERAL PERMIT.
2. DUE TO PROJECT LOCATION IN A MAJOR DRAW, EROSION CONTROL MEASURES ARE A VITAL PART OF THE PROJECT. CONTRACTOR IS TO INSTALL BMP'S TO PROTECT ALL WORK AREAS AND FINISHED AREAS AND TO MAINTAIN BMP'S CAREFULLY.
3. CONTRACTOR TO MAINTAIN EAST SIDE OF CHANNEL UNDISTURBED THROUGHOUT CONSTRUCTION OF PHASE 1, AND TO PROTECT THE EAST SIDE OF THE CHANNEL DURING CONSTRUCTION OF PHASE 2.
4. PROTECT WORK AREA WITH BMP'S SHOWN AND BY DIVIDING EACH PHASE INTO FOUR REACHES.
5. CONTRACTOR MAY ADD ADDITIONAL EROSION CONTROL MEASURES AS NEEDED TO IMPROVE SEDIMENT CAPTURE.
6. CONTRACTOR IS TO INITIATE RE-VEGETATION OF EACH REACH WITHIN A TWO-WEEK PERIOD AFTER COMPLETION, IN CONFORMANCE WITH THE TPDES CONSTRUCTION GENERAL PERMIT. SEE EROSION CONTROL NOTES FOR DETAILED RE-VEGETATION REQUIREMENTS.
7. AFTER EACH REACH IS RESEEDED AND EROSION CONTROL BLANKETS INSTALLED, CONTRACTOR IS TO RESTRICT ACCESS TO THE REACH AND TO REPAIR ANY PORTIONS DAMAGED BY OR DURING LATER CONSTRUCTION ACTIVITIES. CONTRACTOR TO RESTORE GABION AREA AFTER REMOVAL.

7A. IF A LARGE RAINFALL EVENT DAMAGES PROPERLY INSTALLED PERMANENT EROSION CONTROL MEASURES ALREADY INSTALLED DURING CONSTRUCTION, THE CITY WILL COMPENSATE THE CONTRACTOR FOR REPAIRS. A LARGE RAINFALL EVENT IS ONE IN WHICH HIGH WATER DEBRIS MARKS AT GOLF COURSE ROAD INDICATE THAT FLOW DEPTH ACROSS THE ROAD EXCEEDED 3.5 FEET.

8. STOCKPILES ARE LOCATED WITHIN REYES-MASHBURN-NELMS PARK. COORDINATE ALL ACTIVITIES IN THE PARK WITH CITY PARKS PERSONNEL AND CITY CONSTRUCTION INSPECTORS.
9. LANDOWNER ON NORTH SIDE OF GOLF COURSE ROAD WILL ACCEPT SPOILS MATERIALS. SEE EROSION CONTROL NOTES FOR RESPONSIBILITY FOR NOI AND TEMPORARY EROSION CONTROL MEASURES.

LEGEND

- POTENTIAL TOPSOIL STOCKPILE LOCATION
- PERMISSIBLE STAGING & STORAGE LOCATION
- EXCAVATED MATERIAL STOCKPILE LOCATION APPROX. EXCESS MATERIAL HAUL LOCATION

16.263

October 12, 2021

Parkhill

RENE FRANKS 69100 09/17/21

Parkhill.com

MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

MIDLAND Feel the Energy!

CLIENT
MIDLAND DEVELOPMENT CORPORATION
200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
6	09/17/2021	ADDENDUM #1
5	03/16/2021	BID SET
4	01/26/2021	95% SUBMITTAL
3	12/28/2020	PRE-FINAL SUBMITTAL
2	12/07/2020	60% SUBMITTAL
1	10/18/2020	30% SUBMITTAL

PROJECT PHASING AND STOCKPILE PLAN

G-107

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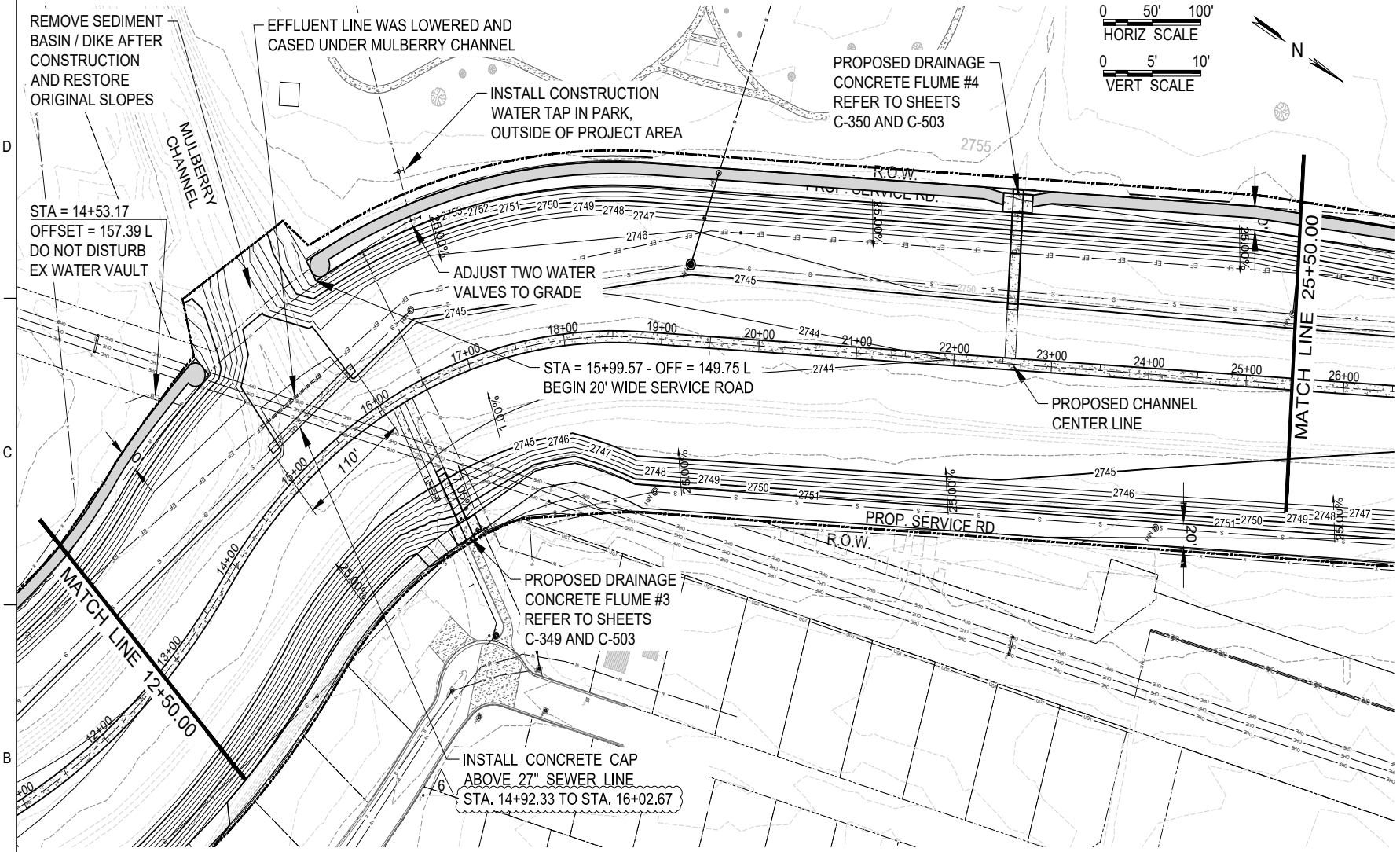

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Parkhill.com

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WEST CHANNEL PLAN & PROFILE STA. 12+50.00 TO STA. 25+50.00

C-206

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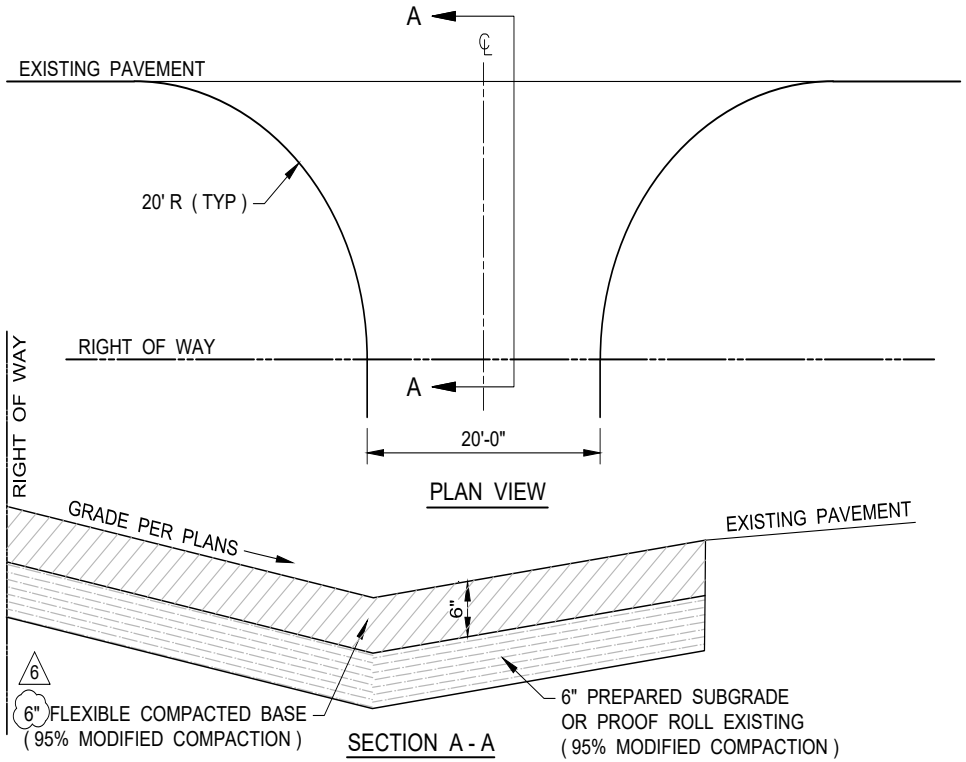

B1 DRIVEWAY DETAIL

NOT TO SCALE

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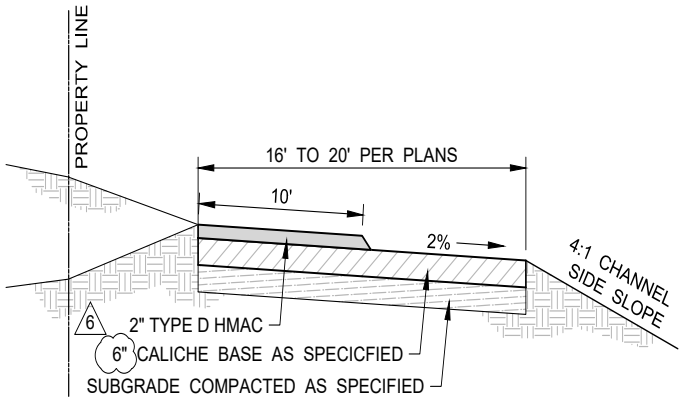

C4 ALTERNATE HIKE-BIKE ALONG CHANNEL - SECTION

NOT TO SCALE

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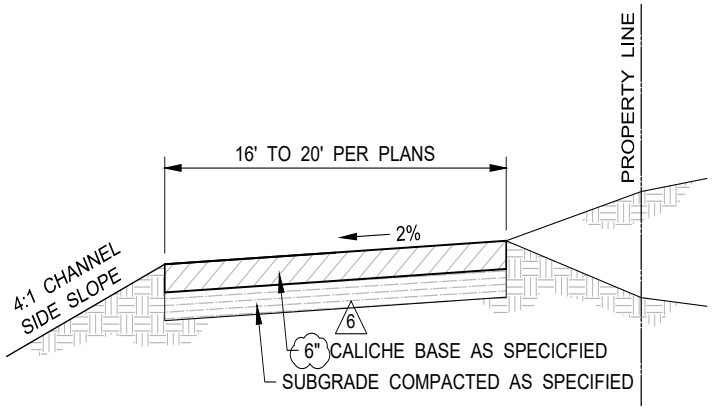

A1 CALICHE ALLEY ALONG CHANNEL - SECTION

NOT TO SCALE

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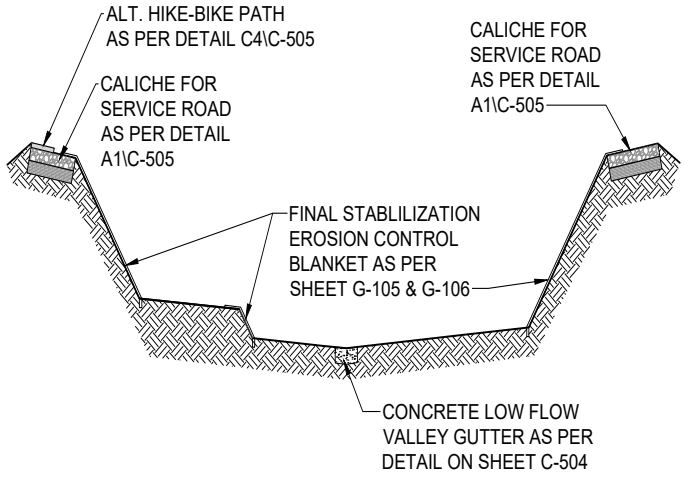

A3 EROSION CONTROL SIDE SLOPE BLANKET

NOT TO SCALE

PACKET 16.265 October 12, 2021

Parkhill

RENE FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 09/17/21

Parkhill.com

MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

MIDLAND Feel the Energy!

CLIENT

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1	10/18/2020	30% SUBMITTAL

PAVING, CONCRETE & MISC DETAILS
SHEET 6 OF 7

C-505

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\C-505-9728.dwg, LAYOUT NAME: C-505, PRINTED: Friday, September 17, 2021 - 10:44am USER: GEORGE-A

Rene Franks	07-16-2021
ENGINEER	SUBMITTED
Matt Carr	8/25/21
CITY ENGINEER	APPROVED
Jose E. Ortiz	8/25/21
ENGINEERING SERVICE DIRECTOR	APPROVED

CITY OF MIDLAND

MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

PROJECT NUMBER D20-01

2 JULY 2021

CONTRACTOR _____

DATE CONTRACTOR BEGINS WORK _____

DATE WORK WAS COMPLETED _____

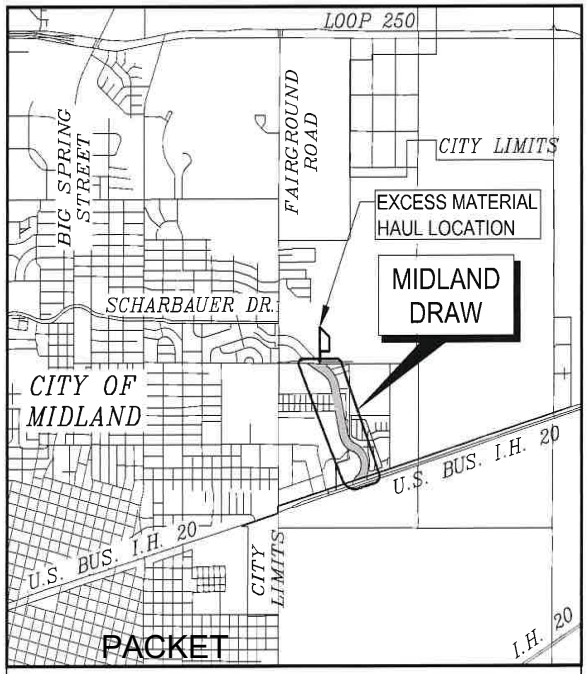
DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

MIDLAND DEVELOPMENT CORPORATION

BOARD OF DIRECTORS

WESLEY BOWNDS	CHAIRMAN
STEPHEN LOWERY	1ST VICE CHAIR
CHASE GARDAPHE	2ND VICE CHAIR
BERRY SIMPSON	SECRETARY
JILL PENNINGTON	TREASURER
ELAINE BEDELL	DIRECTOR
P. LOURCEY SAMS	DIRECTOR



LOCATION MAP

MIDLAND
Feel the Energy!

CITY OF MIDLAND
300 N. LORAINE ST.
MIDLAND, TEXAS 79702

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

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

CITY MANAGER

ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR

JOSE E. ORTIZ

CITY ENGINEER

MATT C. CARR, P.E.
OFFICE: (432) 685 -7286

Texas 811
Know what's below. Call before you dig.

16 266

RENE FRANKS 69100 07/16/21 Rene Franks

SHEET INDEX

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G-105 - G-106	EROSION CONTROL NOTES
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C-515	WATER METER & SERVICE CONNECTION DETAILS

NET LENGTH OF PROJECT = 4550 LF

October 12, 2021

SET NUMBER:

GENERAL NOTES:

A. THIS DESIGN IS FOR PUBLIC STORM DRAINAGE AND STABILIZATION IMPROVEMENTS AT MIDLAND DRAW FROM FRONT STREET (BUSINESS I-20) TO GOLF COURSE ROAD.

B. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

C. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

D. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND CONSTRUCTION AND RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

E. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND CONSTRUCTION AND RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

F. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

G. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF THE ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

H. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

I. STOP EQUIPMENT IS TO BE UTILIZED FOR TRAFFIC WHEN CROSSING ANY TRAFFIC LANES. FURNISH FLAGGERS TO WARN EQUIPMENT OPERATORS OF APPROACHING TRAFFIC, UNLESS OTHERWISE DIRECTED BY CITY TRAFFIC ENGINEER.

J. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

K. THE CONSTRUCTION LAYDOWN AND MATERIAL STORAGE AREA, APPROXIMATELY 175'X70', IS TO BE PLACED ADJACENT TO FRONT STREET, ON THE WEST TOP BANK OF MIDLAND DRAW.

L. ALL TOPSOIL WITHIN THE PROJECT LIMITS SHALL BE STRIPPED TO AN AVERAGE OF 6 INCHES AND STOCKPILED AT LOCATIONS DESIGNATED IN THE PROJECT CONSTRUCTION DRAWING SET AND ON THE PROJECT PHASING AND STOCKPILE PLAN.

M. OFFSITE EXCESS MATERIAL HAUL LOCATION IS LOCATED NORTH OF GOLF COURSE ROAD. CONTRACTOR IS TO PREPARE SITE AND MAINTAIN DURING PROJECT. LANDOWNER WILL TAKE CONTROL OF EXCESS MATERIAL HAUL LOCATION AFTER PROJECT.

N. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

O. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

P. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

Q. REYES-MASHBURN-NELMS PARK IS AN ACTIVE PARK AREA FOR BOTH CHILDREN AND ADULTS. THEREFORE, CONTRACTOR IS DIRECTED TO TAKE PARTICULAR CARE WITH REGARDS TO CONSTRUCTION ACTIVITIES AND SITE SECURITY WITHIN PARK AREA SUCH AS EQUIPMENT OPERATIONS, TRENCH PROTECTIONS, PEDESTRIAN BARRIERS, ETC.

R. EXISTING CONDITIONS AT PROJECT LOCATION ARE COMPLEX AND FLUID. THERE ARE MULTIPLE OR SIGNIFICANT CHANGES IN FIELD CONDITIONS AT THIS LOCATION, AND EXISTING SURFACE OR SUB-SURFACE CONDITIONS SHOWN IN THIS CONSTRUCTION DRAWING SET MAY NOT REFLECT ALL EXISTING CONDITIONS WHEN CONSTRUCTION COMMENCES. CONTRACTOR IS REMINDED TO VERIFY ALL EXISTING CONDITIONS BEFORE STARTING DEMOLITION, EXCAVATION, OR CONSTRUCTION.

DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY CITY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

D. ALL EXISTING FENCE REMOVED PER THIS CONSTRUCTION DRAWING SET IS TO BE STACKED NEATLY ON ADJACENT OWNER'S PROPERTY UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SETG-102-9728.dwg LAYOUT NAME: G-102 PRINTED: Friday, July 16, 2021 - 10:34pm USER: MMartinez

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MIDLAND DRAW WIDENING
FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

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MIDLAND DEVELOPMENT CORPORATION
200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

GENERAL NOTES SHEET 1 OF 3

2

G-102

CONSTRUCTION NOTES:

A. EXISTING CONTROL POINTS SHOWN ON THE PROJECT STAKING CONTROL PLAN HAVE ELEVATIONS BASED ON NAVD88.

B. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED, WITH THE EXCEPTION OF MANHOLES IN THE CHANNEL, WHICH ARE TO BE SET ACCORDING THE DETAIL PROVIDED.

C. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.

D. ALL CONCRETE, VALLEY GUTTER, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.

E. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.

F. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

G. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.

H. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.

I. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.

J. WATER FOR CONSTRUCTION AND EROSION CONTROL IS TO BE PROVIDED BY THE CITY. CONTRACTOR IS TO SET A TAP IN REYES-MASHBURN-NELMS PARK AS DIRECTED BY CITY WATER AND WASTEWATER AND PARKS STAFF. COST OF TAP AND METER TO BE INCIDENTAL TO PROJECT.

K. AT NO POINT WILL A DISRUPTION IN WASTEWATER SERVICE BE ALLOWED. CONTRACTOR IS REQUIRED TO TEMORARILY BYPASS MANHOLE(S) AS NECESSARY TO ACCOMPLISH IMPROVEMENTS SHOWN HEREIN. BYPASS PLAN TO BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION OPERATIONS.

ACCESS ROAD AND CONCRETE PAVING NOTES: (2)

A. PROOF-ROLLING IS REQUIRED FOR ALL BASE.

B. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.

C. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

D. ALL NEW CONCRETE IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.

E. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK, OR CURB JOINTS.

F. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURB AND PROPOSED CURB.

G. PLACE CONCRETE PAVEMENT WITHIN 45 MINUTES OF BATCHING AND USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE. DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE PAVEMENT. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.

H. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO TYPICALLY BE MINIMUM 10' X 10' AND MAXIMUM 15' X 15'. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.

I. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

DRAINAGE NOTES:

A. CONTRACTOR IS TO ENSURE POSITIVE SURFACE DRAINAGE THROUGHOUT PROJECT SITE.

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.

C. DRAINAGE ANALYSIS CAN BE FOUND ON SHEET G-108 OF THIS CONSTRUCTION DRAWING SET.

HOT MIX ASPHALT PAVING NOTES (ADDITIVE ALTERNATE ONLY):

A. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMAINING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH MINIMUM TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.

B. ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.

C. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMELY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES.

D. BLOT AREAS SHOWNING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.

E. ALL PEDESTRIAN PATH SURFACES SHALL BE CONSTRUCTED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. THE PATH CROSS-SLOPE SHALL NOT BE GREATER THAN 2.0%.

F. FOR LAY-DOWN OPERATIONS, IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.

(2)

PACKET

16.268

October 12, 2021

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

GENERAL NOTES SHEET 2 OF 3 (2)

G-103A

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEET\SIEARTHWORK SET\G-103A-9728.dwg LAYOUT NAME: G-103A PRINTED: Friday, July 16, 2021 - 10:33pm USER: MMartinez

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROJECT BOUNDARY
- SS — EXISTING STORM SEWER LINE
- EF — EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — X — EXISTING FENCE
- OHE — OHE — EXISTING OVERHEAD POWER LINES
- UGC — UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — G — EXISTING GAS LINE
- PROPOSED FENCE
- PROPOSED GATE
- PROPOSED CONCRETE
- STAGING AREA
- ADD ALT ASPHALT HIKE-BIKE PATH

PACKET

16.269

October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\G-103B-9728.dwg LAYOUT NAME: G-103B PRINTED: Saturday, July 17, 2021 - 1:05am USER: MMartinez

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FRONT STREET TO GOLF COURSE ROAD

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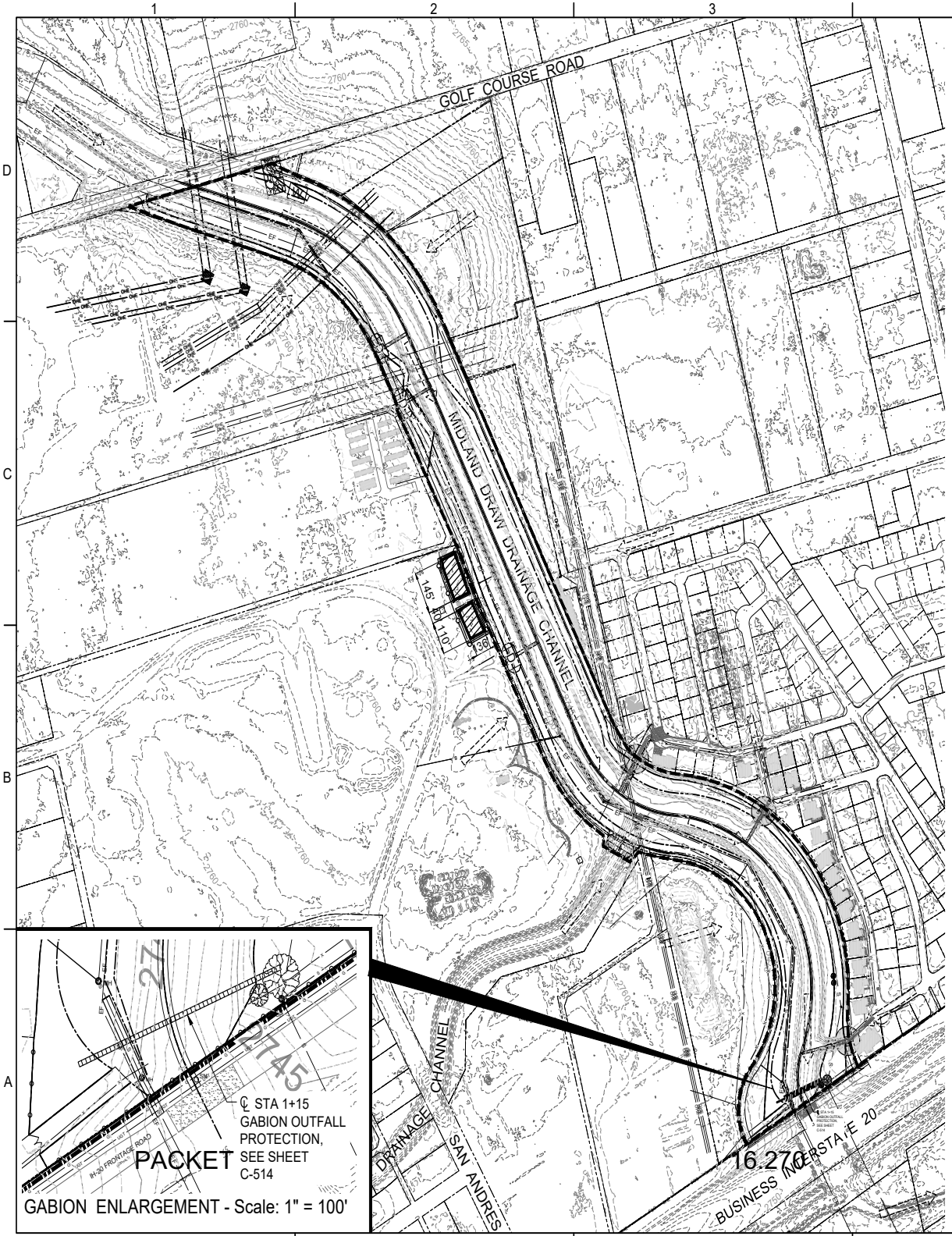
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

GENERAL NOTES
SHEET 3 OF 3

G-103B



GABION ENLARGEMENT - Scale: 1" = 100'

**SPECIAL NOTE:

CONTRACTOR SHALL STRICTLY ADHERE TO THE LIMITS OF DISTURBANCE OUTLINED HEREIN AND SHALL TAKE EXTRA PRECAUTIONS TO MINIMIZE DISTURBANCE TO EXISTING FEATURES.

TEMPORARY EROSION CONTROL LEGEND

- FLOW DIRECTION (EXISTING)
- LIMITS OF DISTURBANCE
- STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY CHAIN-LINK PERIMETER FENCE AROUND STOCKPILES
- TOPSOIL STOCKPILE LOCATION
- GABION OUTFALL PROTECTION - SEE DETAIL SHEET C-514 (INSTALLED BY UTILITY CONTRACTOR)
- SEDIMENT BASIN / DIKE WITH PIPE OUTLET - SEE DETAIL SHEET C-512
- PROPOSED FLUME - PROTECT WITH ROCK CHECK DAM UNTIL FLUME IS CONSTRUCTED - SEE DETAIL 708, C-511
- EXISTING FLUME TO BE RECONSTRUCTED. USE FLUME BERM COLLECTION SYSTEM DETAIL SHEET C-513
- LOCATE CONCRETE WASHOUT
- SILT FENCE - SEE DETAIL 706, SHEET C-510

AREA OF SEEDING AND STABILIZATION - ENTIRE DISTURBED AREA, THAT WILL REMAIN NATURAL: APPROXIMATELY 31.51 ACRES.

October 12, 2021

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

STORMWATER POLLUTION PREVENTION PLAN

G-104

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\G-104-9728.dwg LAYOUT NAME: G-104 PRINTED: Monday, May 24, 2021 - 3:19pm USER: RSkinner

TEMPORARY EROSION CONTROL NOTES:

A. INSTALL TEMPORARY EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B. CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN PERMISSIBLE STAGING AND STORAGE AREA DESIGNATED AS PART OF WORK ZONE AREA ON SHEET G-104. THIS AREA NEED NOT BE REVEGETATED ON COMPLETION OF PROJECT.

E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN THE CHANNEL BOTTOM. IF ADDITIONAL STORAGE AREAS ARE NEEDED, THEY SHOULD BE APPROVED BY THE CITY OF MIDLAND AND LOCATED EITHER OFF-SITE OR ON THE UNEXCAVATED AREAS ABOVE THE TOP OF BANK.

F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

G. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

H. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROLS PLACED OR IMPEDE THEIR EFFECTIVENESS.

J. CONTRACTOR IS TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

L. LOCATE CONSTRUCTION ENTRANCE OFF GOLF COURSE ROAD. CONTRACTOR IS NOT TO ACCESS PROJECT SITE FROM BUSINESS I-20 (FRONT ST.)

M. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

N. CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING TEMPORARY EROSION CONTROL MEASURES ON THE OFFSITE EXCESS MATERIAL HAUL LOCATION. AT THE COMPLETION OF PROJECT, ADJACENT LANDOWNER WILL TAKE OVER MAINTENANCE OF SUCH MEASURES ON THAT SITE. GATE, SELCTED BY CONTRACTOR, IS PART OF THE EROSION CONTROL MEASURES.

O. REYES-MASHBURN-NELMS PARK SEEDING AND WATERING:

i. THIS REFERS TO ALL PORTIONS OF REYES-MASHBURN-NELMS PARK DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.

ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.

iii. IF AREA USED FOR STOCKPILE HAS IRRIGATION PRESENT, PROTECT ALL SYSTEMS PRIOR TO PLACING TOPSOIL IN THE AREA. REPAIR ANY DAMAGED IRRIGATION COMPONENTS.

iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL UNIFORMLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.

v. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.

vi. UNIFORMLY DISTRIBUTE SEEDS AS SPECIFIED ON PLANS AND SPECIFICATIONS.

vii. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

viii. SEED DISTURBED AREA WITH HULLED COMMON BERMUDA AT 1.0-LBS P.L.S. / 1000-FT^2, OR WITH SEED MIX FOR CHANNEL AS DIRECTED BY CITY PARKS STAFF.

ix. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DAY FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

x. IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.

xi. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

PACKET

16.271

October 12, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\G-105-9728.dwg LAYOUT NAME: G-105 PRINTED: Monday, May 24, 2021 - 3:18pm USER: RSkinner

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

MIDLAND Feel the Energy!

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

1 05/28/2021 BID SET
DATE DESCRIPTION

EROSION CONTROL NOTES SHEET 1 OF 2

G-105

P. VEGETATION SEEDING AND WATERING:

i. THIS REFERS TO ALL PORTIONS OF THE SITE DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT, OUTSIDE REYES-MASHBURN-NELMS PARK.

ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.

iii. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.

iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.

v. CONTRACTOR IS NOT TO COMPACT THE TOPSOIL LAYER TO MAXIMUM. PROVIDE A TEXTURED SURFACE WITH GROOVES PARALLEL TO THE CHANNEL SLOPE BY "TRACK-WALKING": DRIVE A TRACKED PIECE OF EQUIPMENT UP AND DOWN THE SLOPES.

vi. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.

vii. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.

viii. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.

ix. USE SEPARATE BOXES ON DRILL TO APPLY FERTILIZER TO SEED.

x. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

xi. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA.

xii. WATER CHANNEL AREAS THREE TIMES PER WEEK FOR FOUR WEEKS. CITY MAY INCREASE OR REDUCE THE NUMBER OF WEEKS OF WATERING BASED ON CLIMATE CONDITIONS AT THE TIME OF CONSTRUCTION.

xiii. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:

SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	**LBS, P.L.S. / ACRE**
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

a) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.

b) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SETG-106-9728.dwg LAYOUT NAME: G-106 PRINTED: Monday, May 24, 2021 - 3:50pm USER: RSkinner

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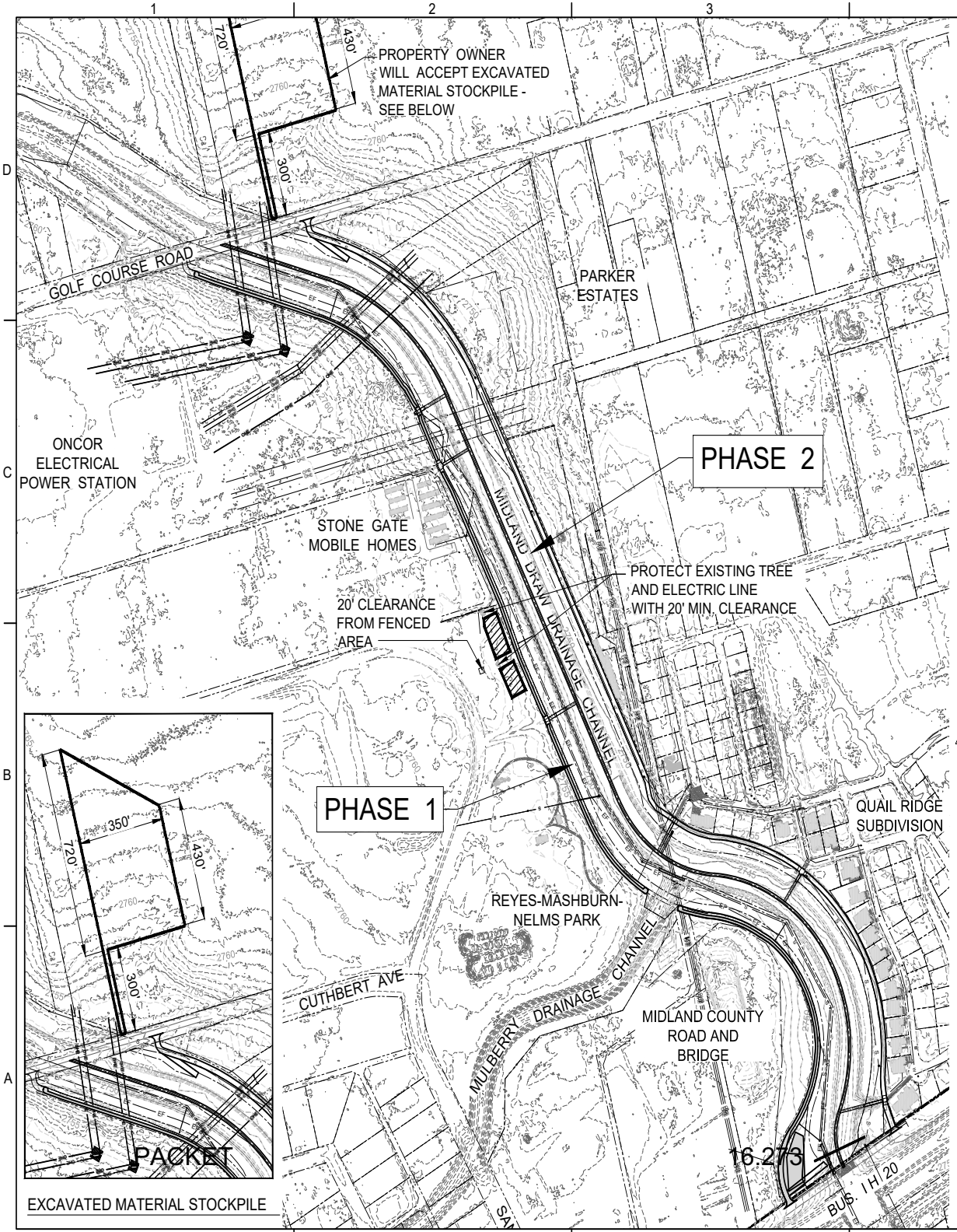
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EROSION CONTROL NOTES SHEET 2 OF 2

G-106



N

0 200 400

PHASING AND STOCKPILE NOTES

1. CONTRACTOR IS REQUIRED TO FILE A NOI AND COMPLY WITH THE TPDES CONSTRUCTION GENERAL PERMIT.
2. DUE TO PROJECT LOCATION IN A MAJOR DRAW, EROSION CONTROL MEASURES ARE A VITAL PART OF THE PROJECT. CONTRACTOR IS TO INSTALL BMP'S TO PROTECT ALL WORK AREAS AND FINISHED AREAS AND TO MAINTAIN BMP'S CAREFULLY.
3. CONTRACTOR TO MAINTAIN EAST SIDE OF CHANNEL UNDISTURBED THROUGHOUT CONSTRUCTION OF PHASE 1, AND TO PROTECT THE EAST SIDE OF THE CHANNEL DURING CONSTRUCTION OF PHASE 2.
4. PROTECT WORK AREA WITH BMP'S SHOWN AND BY DIVIDING EACH PHASE INTO FOUR REACHES.
5. CONTRACTOR MAY ADD ADDITIONAL EROSION CONTROL MEASURES AS NEEDED TO IMPROVE SEDIMENT CAPTURE.
6. CONTRACTOR IS TO INITIATE RE-VEGETATION OF EACH REACH WITHIN A TWO-WEEK PERIOD AFTER COMPLETION, IN CONFORMANCE WITH THE TPDES CONSTRUCTION GENERAL PERMIT. SEE EROSION CONTROL NOTES FOR DETAILED RE-VEGETATION REQUIREMENTS.
7. AFTER EACH REACH IS RESEEDED AND EROSION CONTROL BLANKETS INSTALLED, CONTRACTOR IS TO RESTRICT ACCESS TO THE REACH AND TO REPAIR ANY PORTIONS DAMAGED BY OR DURING LATER CONSTRUCTION ACTIVITIES. CONTRACTOR TO RESTORE GABION AREA AFTER REMOVAL.

7A. IF A LARGE RAINFALL EVENT DAMAGES PROPERLY INSTALLED PERMANENT EROSION CONTROL MEASURES ALREADY INSTALLED DURING CONSTRUCTION, THE CITY WILL COMPENSATE THE CONTRACTOR FOR REPAIRS. A LARGE RAINFALL EVENT IS ONE IN WHICH HIGH WATER DEBRIS MARKS AT GOLF COURSE ROAD INDICATE THAT FLOW DEPTH ACROSS THE ROAD EXCEEDED 3.5 FEET.

8. STOCKPILES ARE LOCATED WITHIN REYES-MASHBURN-NELMS PARK. COORDINATE ALL ACTIVITIES IN THE PARK WITH CITY PARKS PERSONNEL AND CITY CONSTRUCTION INSPECTORS.
9. LANDOWNER ON NORTH SIDE OF GOLF COURSE ROAD WILL ACCEPT SPOILS MATERIALS. SEE EROSION CONTROL NOTES FOR RESPONSIBILITY FOR NOI AND TEMPORARY EROSION CONTROL MEASURES.

LEGEND

- POTENTIAL TOPSOIL STOCKPILE LOCATION
- PERMISSIBLE STAGING & STORAGE LOCATION
- EXCAVATED MATERIAL STOCKPILE LOCATION APPROX. EXCESS MATERIAL HAUL LOCATION

October 12, 2021

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FRONT STREET TO GOLF COURSE ROAD

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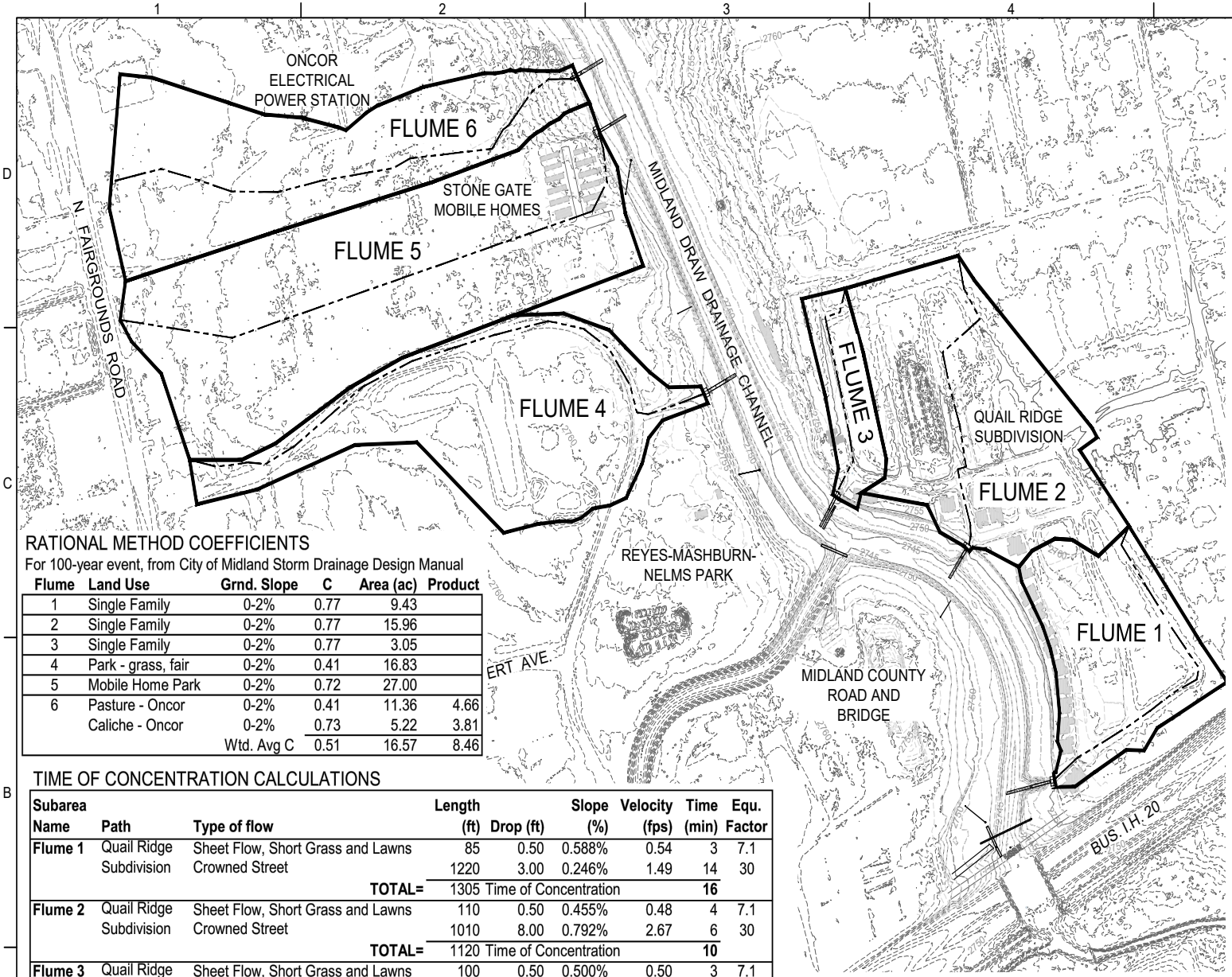
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
6	09/17/2021	ADDENDUM #1
5	03/16/2021	BID SET
4	01/26/2021	95% SUBMITTAL
3	12/28/2020	PRE-FINAL SUBMITTAL
2	12/07/2020	60% SUBMITTAL
1	10/18/2020	30% SUBMITTAL

PROJECT PHASING AND STOCKPILE PLAN

G-107

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\G-107-9728.dwg LAYOUT NAME: G-107 PRINTED: Friday, September 17, 2021 - 10:58am USER: GEORGE-A



RATIONAL METHOD COEFFICIENTS

For 100-year event, from City of Midland Storm Drainage Design Manual

Flume	Land Use	Grnd. Slope	C	Area (ac)	Product
1	Single Family	0-2%	0.77	9.43	
2	Single Family	0-2%	0.77	15.96	
3	Single Family	0-2%	0.77	3.05	
4	Park - grass, fair	0-2%	0.41	16.83	
5	Mobile Home Park	0-2%	0.72	27.00	
6	Pasture - Oncor	0-2%	0.41	11.36	4.66
	Caliche - Oncor	0-2%	0.73	5.22	3.81
		Wtd. Avg C	0.51	16.57	8.46

TIME OF CONCENTRATION CALCULATIONS

Subarea Name	Path	Type of flow	Length (ft)	Drop (ft)	Slope (%)	Velocity (fps)	Time (min)	Equ. Factor
Flume 1	Quail Ridge Subdivision	Sheet Flow, Short Grass and Lawns	85	0.50	0.588%	0.54	3	7.1
		Crowned Street	1220	3.00	0.246%	1.49	14	30
		TOTAL=	1305	Time of Concentration			**16**	
Flume 2	Quail Ridge Subdivision	Sheet Flow, Short Grass and Lawns	110	0.50	0.455%	0.48	4	7.1
		Crowned Street	1010	8.00	0.792%	2.67	6	30
		TOTAL=	1120	Time of Concentration			**10**	
Flume 3	Quail Ridge Subdivision	Sheet Flow, Short Grass and Lawns	100	0.50	0.500%	0.50	3	7.1
		Crowned Street	660	6.00	0.909%	2.86	4	30
		TOTAL=	760	Time of Concentration			**7**	
Flume 4	City Park Streets	Sheet Flow, Short Grass and Lawns	100	1.00	1.000%	0.71	2	7.1
		Crowned Street	2265	7.00	0.309%	1.67	23	30
		TOTAL=	2365	Time of Concentration			**25**	
Flume 5	Mobile Home Home Park	Sheet Flow, Short Grass and Lawns	100	0.50	0.500%	0.50	3	7.1
			1975	5.50	0.278%	1.27	26	24
		Roadside Ditch	280	4.00	1.429%	2.87	2	24
		TOTAL=	2355	Time of Concentration			**31**	
Flume 6	Pasture, substation	Sheet Flow, Pasture with Mesquite	100	0.50	0.500%	0.50	3	7.1
		Grassed Waterway	1660	5.00	0.301%	0.82	34	15
		Grassed Waterway	300	8.00	2.667%	2.45	2	15
		TOTAL=	2060	Time of Concentration			**39**	

NOTES

1. ALL COMPUTATIONS USE MIDLAND STORM DRAINAGE DESIGN MANUAL.
2. FLOWMASTER USED FOR FLUME DEPTH COMPUTATIONS.
3. MANNINGS N FOR CONCRETE ASSUMED 0.015.
4. CROSS SLOPE ON TOP OF FLUME IS 2%.

LEGEND

DRAINAGE AREA

TIME OF CONCENTRATION PATH

FLOW AND FLUME SIZE COMPUTATIONS

Flume	Drainage Area (Ac)	Runoff Coeff.	Tc (Min)	Intensity (In/Hr)	Q (Cfs)	Flume Width (top) (Ft)	Flow Depth (top) (In)	Side Slope (%)	Flume Width (slope) (Ft)	Flow Depth (slope) (In)
1	9.43	0.77	16	6.87	50	12	6	25	8	3.6
2	15.96	0.77	10	8.49	104	19*	5.9	25	8	4.7
* Flume size based on flow of 75 cfs to account for storm drain with 29 cfs capacity										
3	3.05	0.77	10	8.53	20	8	4.4	15.5	8	2.4
4	16.83	0.41	25	5.47	38	10	5.7	25	10	2.8
5	27.00	0.72	31	4.83	94	24	5.7	25	8	5.3
6	16.57	0.51	39	4.19	35	10	5.8	25	10	2.8

PACKET 16.274 October 12, 2021

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PROJECT NO.
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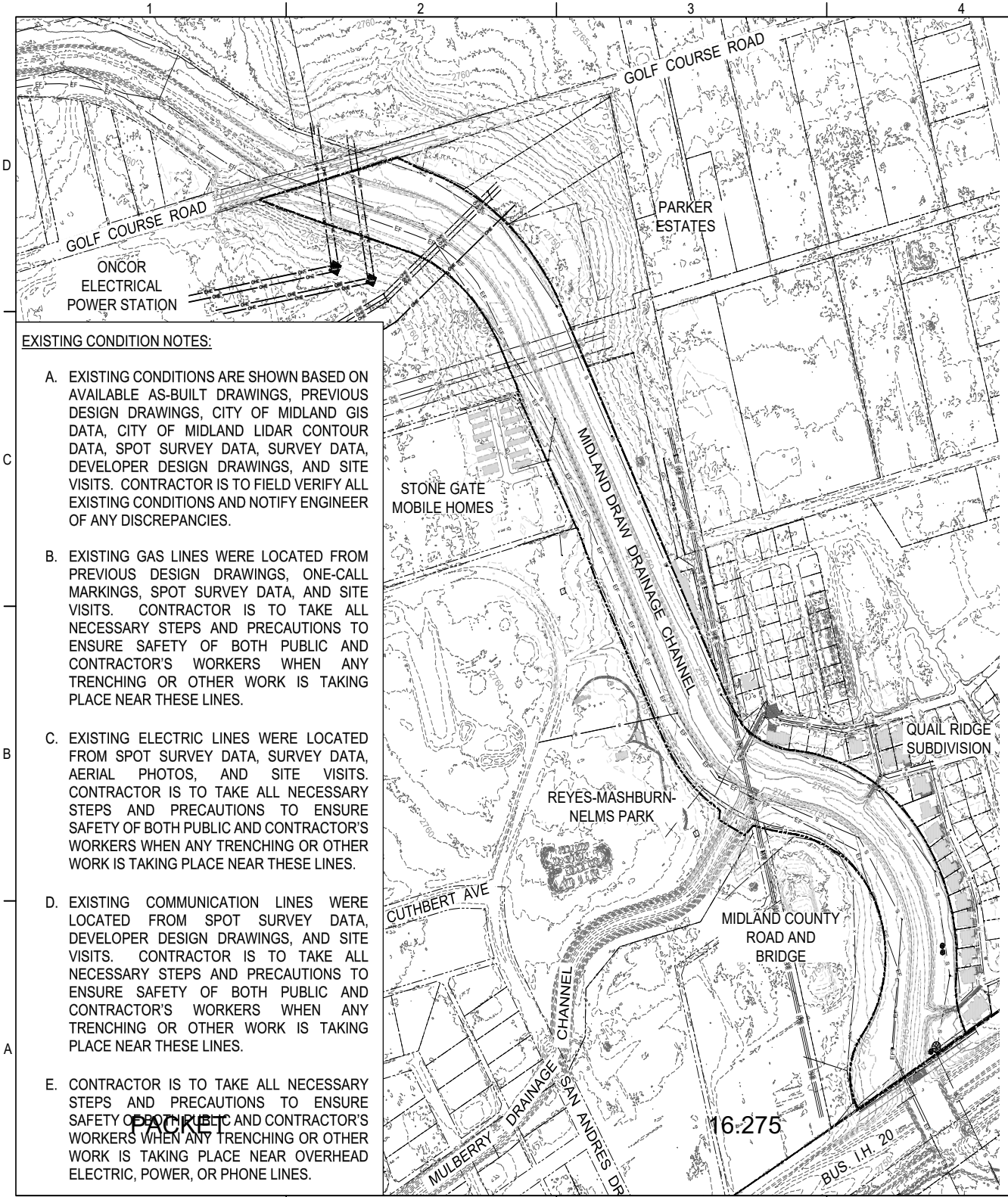
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

DRAINAGE ANALYSIS

G-108

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SETG-108-9728.dwg LAYOUT NAME: G-108 PRINTED: Monday, May 24, 2021 - 3:47pm USER: RSkinner



EXISTING CONDITION NOTES:

A. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE AS-BUILT DRAWINGS, PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B. EXISTING GAS LINES WERE LOCATED FROM PREVIOUS DESIGN DRAWINGS, ONE-CALL MARKINGS, SPOT SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C. EXISTING ELECTRIC LINES WERE LOCATED FROM SPOT SURVEY DATA, SURVEY DATA, AERIAL PHOTOS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

D. EXISTING COMMUNICATION LINES WERE LOCATED FROM SPOT SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

E. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

PACKET 16:275

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROJECT BOUNDARY
- SS — EXISTING STORM SEWER LINE
- EF — EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — X — EXISTING FENCE
- OHE — OHE — EXISTING OVERHEAD POWER LINES
- UGC — UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — G — EXISTING GAS LINE

October 12, 2021

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05/28/21

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FRONT STREET TO GOLF COURSE ROAD

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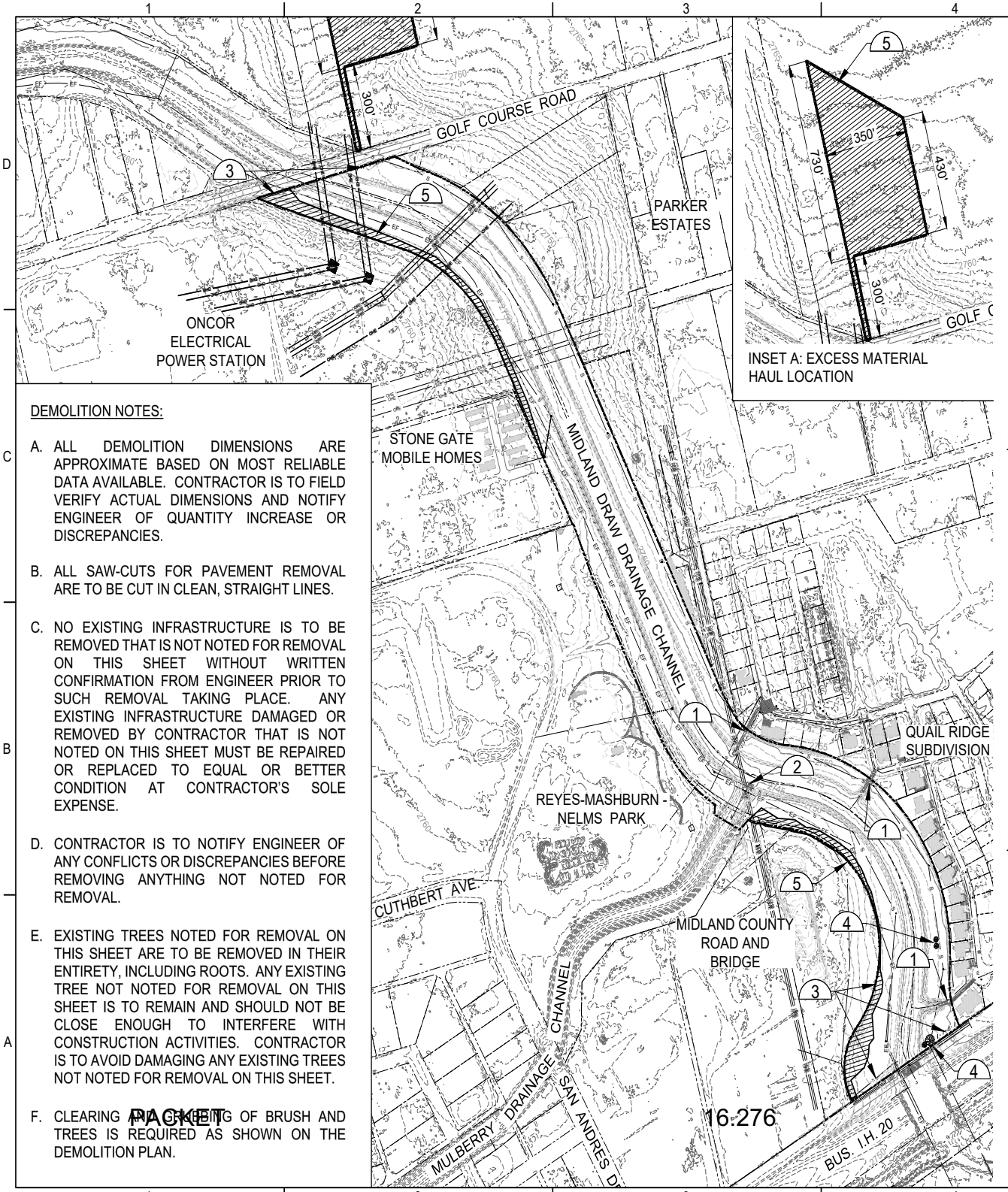
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EXISTING SITE CONDITIONS PLAN

C-100

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-100-9728.dwg LAYOUT NAME: C-100 PRINTED: Monday, May 24, 2021 - 3:53pm USER: RSkinner



DEMOLITION NOTES:

A. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.

B. ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C. NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.

E. EXISTING TREES NOTED FOR REMOVAL ON THIS SHEET ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL ON THIS SHEET IS TO REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. CONTRACTOR IS TO AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.

F. CLEARING AND GRUBBING OF BRUSH AND TREES IS REQUIRED AS SHOWN ON THE DEMOLITION PLAN.

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROJECT BOUNDARY
- SS — EXISTING STORM SEWER LINE
- EF — EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — X — EXISTING FENCE
- OHE — OHE — EXISTING OVERHEAD POWER LINES
- UGC — UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — G — EXISTING GAS LINE
- CLEARING AND GRUBBING AREA

KEYED DEMO NOTES

1. SAW-CUT AND REMOVE EXISTING DRAINAGE FLUME AT PROPERTY LINE SEE SHEET C-349
2. REMOVE CONCRETE SLAB
3. REMOVE EXISTING FENCE
4. REMOVE TREES
5. CLEAR & GRUB - APPROX 7.0 ACRES

October 12, 2021

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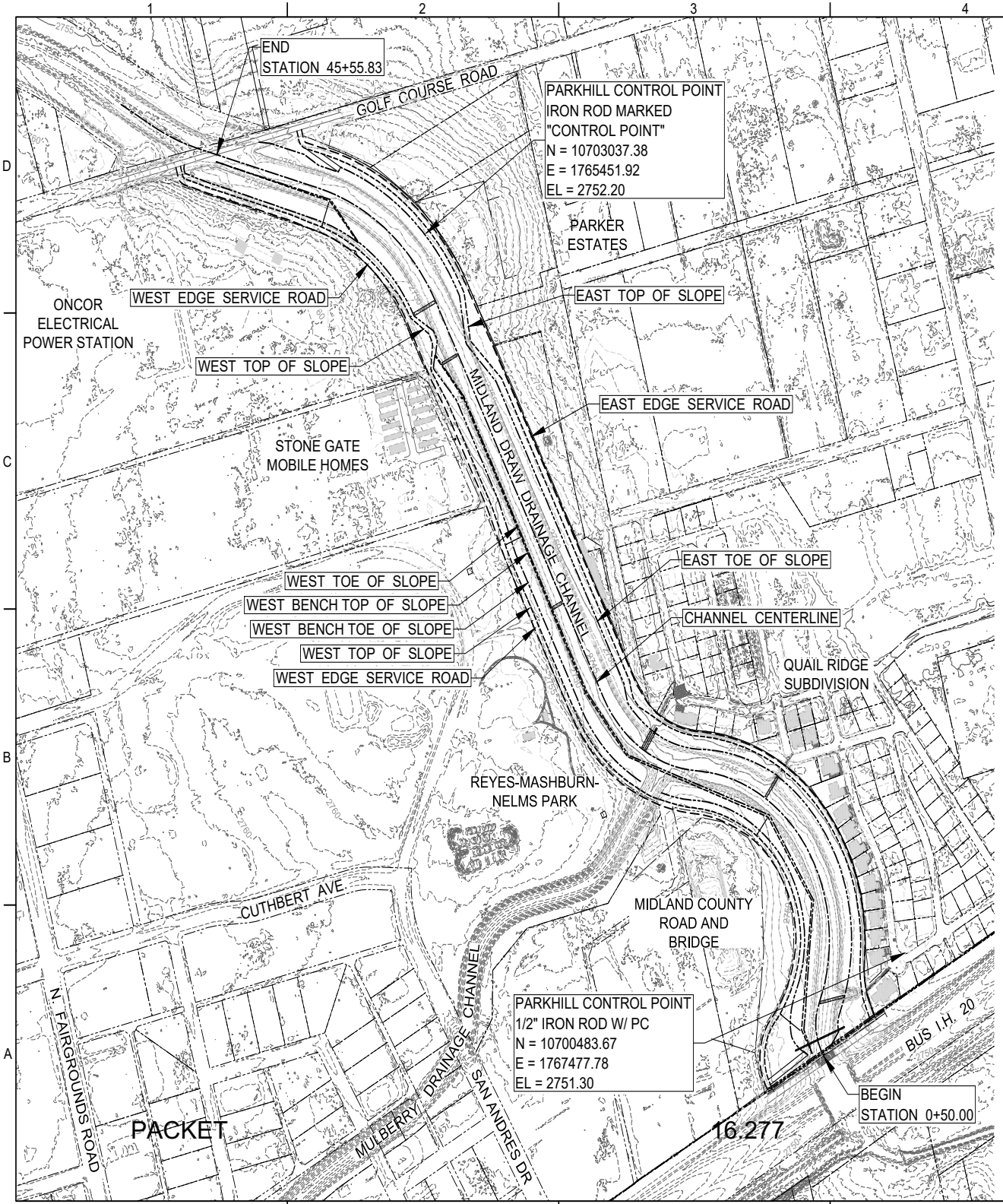
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

DEMOLITION PLAN

C-101

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-101-9728.dwg LAYOUT NAME: C-101 PRINTED: Wednesday, May 26, 2021 - 10:04am USER: RSkinner



NOTES:

1. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET, ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

LEGEND

- CITY PARCEL LINE
- PROPOSED CENTERLINE
- PROPOSED TOE OF SLOPE
- PROPOSED TOP OF SLOPE
- PROPOSED OUTER EDGE OF SERVICE ROAD

October 12, 2021

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN SHEET 1 OF 10

C-102

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-102-9728.dwg LAYOUT NAME: C-102 PRINTED: Monday, May 24, 2021 - 4:05pm USER: RSkinner

****

Alignment Name: Midland Draw Channel CL
Station Range: Start: 0+00.00, End: 50+00.00
Description:

****

Begin Midland Draw Channel CL
N 10,700,073.85 E 1,767,162.28 0+00.00

Line (1)
N30° 16' 52"W 65.46'
N 10,700,130.38 E 1,767,129.27 0+65.46
Line (1)

Curve (2)
BC N 10,700,130.38 E 1,767,129.27 0+65.46
CTR N 10,700,231.23 E 1,767,301.99
PI N 10,700,215.01 E 1,767,079.86

Direction Back N30° 16' 52"W
Radius 200.00'
Delta 52°13'(RT)
Length 182.24'
Tangent 98.00'
Chord Direction N4° 10' 35"W Distance 176.00'
Direction Ahead N21° 55' 41"E

EC N 10,700,305.92 E 1,767,116.46 2+47.70
Curve (2)

Reversing Curve

Curve (3)
BC N 10,700,305.92 E 1,767,116.46 2+47.70
CTR N 10,700,530.41 E 1,766,558.81
PI N 10,701,076.02 E 1,767,426.48

Direction Back N21° 55' 41"E
Radius 601.13'
Delta 108°11'(LT)
Length 1,135.02'
Tangent 830.16'
Chord Direction N32° 09' 47"W Distance 973.77'
Direction Ahead N86° 15' 15"W

EC N 10,701,130.25 E 1,766,598.09 13+82.72
Curve (3)

Reversing Curve

Curve (4)
BC N 10,701,130.25 E 1,766,598.09 13+82.72
CTR N 10,701,609.23 E 1,766,629.45
PI N 10,701,148.15 E 1,766,324.77

Direction Back N86° 15' 15"W
Radius 480.00'
Delta 59°25'(RT)
Length 497.80'
Tangent 273.90'
Chord Direction N56° 32' 39"W Distance 475.79'
Direction Ahead N26° 50' 02"W

EC N 10,701,392.55 E 1,766,201.13 18+80.52
Curve (4)

Line (5)
N26° 50' 02"W 1,562.85'
N 10,702,787.12 E 1,765,495.65 34+43.38
Line (5)

Curve (6)
BC N 10,702,787.12 E 1,765,495.65 34+43.38
CTR N 10,702,426.37 E 1,764,782.54
PI N 10,703,103.01 E 1,765,335.85

Direction Back N26° 50' 02"W
Radius 799.17'
Delta 47°47'(LT)
Length 666.50'
Tangent 354.01'
Chord Direction N50° 43' 33"W Distance 647.35'
Direction Ahead N74° 37' 05"W

EC N 10,703,196.91 E 1,764,994.52 41+09.87
Curve (6)

Line (7)
N74° 37' 05"W 528.51'
N 10,703,337.10 E 1,764,484.94 46+38.38
Line (7)

Curve (8)
BC N 10,703,337.10 E 1,764,484.94 46+38.38
CTR N 10,704,132.54 E 1,764,703.78
PI N 10,703,364.39 E 1,764,385.74

Direction Back N74° 37' 05"W
Radius 825.00'
Delta 14°13'(RT)
Length 204.73'
Tangent 102.90'
Chord Direction N67° 30' 31"W Distance 204.21'
Direction Ahead N60° 23' 57"W

EC N 10,703,415.22 E 1,764,296.27 48+43.11
Curve (8)

Line (9)
N60° 23' 57"W 156.89'
N 10,703,492.71 E 1,764,159.86 50+00.00
Line (9)

N 10,703,492.71 E 1,764,159.86 50+00.00
End Midland Draw Channel CL

****

Alignment Length: 5,000.00'

****

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RENÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 05/28/21

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FRONT STREET TO GOLF COURSE ROAD

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

1 05/28/2021 BID SET
DATE DESCRIPTION

PROJECT STAKING CONTROL PLAN SHEET 2 OF 10

C-103

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-103-9728.dwg LAYOUT NAME: C-103 PRINTED: Monday, May 24, 2021 - 4:17pm USER: RSkinner

Alignment Name: C-ALGN - EAST TOE
Station Range: Start: 0+00.00, End: 44+87.44
Description:
****

Begin C-ALGN - EAST TOE
N 10,700,153.40 E 1,767,165.16 0+00.00

Line (1)
N32° 39' 56"E 62.23'
N 10,700,205.78 E 1,767,198.74 0+62.23
Line (1)

Curve (2)
BC N 10,700,205.78 E 1,767,198.74 0+62.23
CTR N 10,700,230.95 E 1,767,303.05
PI N 10,700,239.09 E 1,767,190.71

Direction Back N13° 33' 49"W
Radius 107.30'
Delta 35°25'(RT)
Length 66.33'
Tangent 34.26'
Chord Direction N4° 08' 45"E Distance 65.28'
Direction Ahead N21° 51' 20"E

EC N 10,700,270.89 E 1,767,203.46 1+28.56
Curve (2)

Reversing Curve

Non-Tangent Radial Bearing S68° 04' 19"E
Curve (3)
BC N 10,700,270.89 E 1,767,203.46 1+28.56
CTR N 10,700,530.40 E 1,766,558.81
PI N 10,700,793.96 E 1,767,414.03

Direction Back N21° 55' 41"E
Radius 694.92'
Delta 78°07'(LT)
Length 947.39'
Tangent 563.86'
Chord Direction N17° 07' 40"W Distance 875.71'
Direction Ahead N56° 11' 00"W

EC N 10,701,107.76 E 1,766,945.56 10+75.95
Curve (3)

Line (4)
Non-Tangent Radial Bearing N33° 49' 00"E
N50° 59' 35"W 12.94'
N 10,701,115.91 E 1,766,935.51 10+88.89
Line (4)

Non-Tangent Radial Bearing N29° 42' 40"E
Curve (5)
BC N 10,701,115.91 E 1,766,935.51 10+88.89
CTR N 10,700,514.82 E 1,766,592.50
PI N 10,701,204.08 E 1,766,780.99

Direction Back N60° 17' 20"W
Radius 692.07'
Delta 28°50'(LT)
Length 348.28'
Tangent 177.91'
Chord Direction N74° 42' 20"W Distance 344.61'
Direction Ahead N89° 07' 20"W

EC N 10,701,206.81 E 1,766,603.10 14+37.17
Curve (5)

Reversing Curve PACKET

Non-Tangent Radial Bearing S3° 44' 45"W
Curve (6)
BC N 10,701,206.81 E 1,766,603.10 14+37.17
CTR N 10,701,609.23 E 1,766,629.45
PI N 10,701,211.45 E 1,766,532.26

Direction Back N86° 15' 15"W
Radius 403.28'
Delta 19°58'(RT)
Length 140.54'
Tangent 70.99'
Chord Direction N76° 16' 14"W Distance 139.83'
Direction Ahead N66° 17' 14"W

EC N 10,701,240.00 E 1,766,467.27 15+77.71
Curve (6)

Compound Curve

Curve (7)
BC N 10,701,240.00 E 1,766,467.27 15+77.71
CTR N 10,701,543.59 E 1,766,600.61
PI N 10,701,253.19 E 1,766,437.23

Direction Back N66° 17' 14"W
Radius 331.59'
Delta 11°18'(RT)
Length 65.39'
Tangent 32.80'
Chord Direction N60° 38' 14"W Distance 65.29'
Direction Ahead N54° 59' 14"W

EC N 10,701,272.01 E 1,766,410.36 16+43.10
Curve (7)

Line (8)
Non-Tangent Radial Bearing S35° 00' 46"W
N58° 27' 20"W 8.71'
N 10,701,276.56 E 1,766,402.94 16+51.81
Line (8)

Non-Tangent Radial Bearing S35° 06' 06"W
Curve (9)
BC N 10,701,276.56 E 1,766,402.94 16+51.81
CTR N 10,701,631.17 E 1,766,652.18
PI N 10,701,315.83 E 1,766,347.08

Direction Back N54° 53' 54"W
Radius 433.43'
Delta 17°54'(RT)
Length 135.45'
Tangent 68.28'
Chord Direction N45° 56' 45"W Distance 134.90'
Direction Ahead N36° 59' 37"W

EC N 10,701,370.36 E 1,766,306.00 17+87.25
Curve (9)

Compound Curve

Non-Tangent Radial Bearing S72° 07' 27"W
Curve (10)
BC N 10,701,370.36 E 1,766,306.00 17+87.25
CTR N 10,701,496.99 E 1,766,698.60
PI N 10,701,403.37 E 1,766,295.35

Direction Back N17° 52' 33"W
Radius 412.52'
Delta 9°37'(RT)
Length 69.20'
Tangent 34.68'
Chord Direction N13° 04' 12"W Distance 69.12'
Direction Ahead N8° 15' 51"W

EC N 10,701,437.69 E 1,766,290.36 18+56.46
Curve (10)

Line (11)
Non-Tangent Radial Bearing S81° 44' 09"W
N26° 49' 41"W 1,201.76'
N 10,702,510.10 E 1,765,747.99 30+58.22
Line (11)

Line (12)
Non-Tangent Radial Bearing S81° 44' 09"W
N43° 31' 49"W 180.62'
N 10,702,641.06 E 1,765,623.59 32+38.84
Line (12)

Line (13)
Non-Tangent Radial Bearing S81° 44' 09"W
N26° 50' 02"W 10.59'
N 10,702,650.51 E 1,765,618.81 32+49.43
Line (13)

Line (14)
Non-Tangent Radial Bearing S81° 44' 09"W
N9° 05' 53"W 166.83'
N 10,702,815.23 E 1,765,592.43 34+16.26
Line (14)

Non-Tangent Radial Bearing N64° 17' 27"E
Curve (15)
BC N 10,702,815.23 E 1,765,592.43 34+16.26
CTR N 10,702,424.65 E 1,764,781.19
PI N 10,703,145.73 E 1,765,433.31

Direction Back N25° 42' 33"W
Radius 900.37'
Delta 44°20'(LT)
Length 696.64'
Tangent 366.81'
Chord Direction N47° 52' 30"W Distance 679.40'
Direction Ahead N70° 02' 26"W

EC N 10,703,270.94 E 1,765,088.53 41+12.90
Curve (15)

Line (16)
Non-Tangent Radial Bearing N19° 57' 34"E
S29° 21' 12"W 19.96'
N 10,703,253.54 E 1,765,078.75 41+32.87
Line (16)

Line (17)
Non-Tangent Radial Bearing N19° 57' 34"E
N73° 47' 57"W 87.13'
N 10,703,277.85 E 1,764,995.08 42+19.99
Line (17)

Line (18)
Non-Tangent Radial Bearing N19° 57' 34"E
N57° 43' 55"W 71.64'
N 10,703,316.10 E 1,764,934.50 42+91.63
Line (18)

Line (19)
Non-Tangent Radial Bearing N19° 57' 34"E
N74° 37' 05"W 134.77'
N 10,703,351.85 E 1,764,804.56 44+26.40
Line (19)

16.279

Line (20)
Non-Tangent Radial Bearing N19° 57' 34"E
N73° 25' 53"W 11.61'
N 10,703,355.15 E 1,764,793.44 44+38.01
Line (20)

Line (21)
Non-Tangent Radial Bearing N19° 57' 34"E
N84° 56' 36"W 49.43'
N 10,703,359.51 E 1,764,744.20 44+87.44
Line (21)

N 10,703,359.51 E 1,764,744.20 44+87.44
End C-ALGN - EAST TOE

****
Alignment Length: 4,487.44'
****

October 12, 2021

Parkhill

RENÉ FRANKS 69100 REGISTERED PROFESSIONAL ENGINEER 05/28/21

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855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN SHEET 3 OF 10

C-104

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-104-9728.dwg LAYOUT NAME: C-104 PRINTED: Monday, May 24, 2021 - 4:18pm USER: RSkinner

****

Alignment Name: C-ALGN - EAST TOP
Station Range: Start: 0+00.00, End: 42+71.65
Description:

****

Begin C-ALGN - EAST TOP
N 10,700,253.61 E 1,767,330.48 0+00.00

Line (1)
N22° 29' 33"W 25.43'
N 10,700,277.11 E 1,767,320.75 0+25.43
Line (1)

Curve (2)
BC N 10,700,277.11 E 1,767,320.75 0+25.43
CTR N 10,700,845.63 E 1,768,623.81
PI N 10,700,302.60 E 1,767,309.62

Direction Back N23° 34' 18"W
Radius 1,421.69'
Delta 2°15'(RT)
Length 55.63'
Tangent 27.82'
Chord Direction N22° 27' 02"W Distance 55.63'
Direction Ahead N21° 19' 46"W

EC N 10,700,328.52 E 1,767,299.50 0+81.06
Curve (2)

Line (3)
Non-Tangent Radial Bearing S68° 40' 14"W
N7° 26' 31"W 34.23'
N 10,700,362.46 E 1,767,295.07 1+15.30
Line (3)

Non-Tangent Radial Bearing S79° 13' 33"W
Curve (4)
BC N 10,700,362.46 E 1,767,295.07 1+15.30
CTR N 10,700,428.70 E 1,767,643.13
PI N 10,700,410.70 E 1,767,285.89

Direction Back N10° 46' 27"W
Radius 354.31'
Delta 15°47'(RT)
Length 97.58'
Tangent 49.10'
Chord Direction N2° 53' 04"W Distance 97.27'
Direction Ahead N5° 00' 19"E

EC N 10,700,459.61 E 1,767,290.17 2+12.88
Curve (4)

Reversing Curve

Non-Tangent Radial Bearing S85° 24' 06"E
Curve (5)
BC N 10,700,459.61 E 1,767,290.17 2+12.88
CTR N 10,700,518.57 E 1,766,557.13
PI N 10,700,886.15 E 1,767,324.48

Direction Back N4° 35' 54"E
Radius 735.41'
Delta 60°23'(LT)
Length 775.11'
Tangent 427.92'
Chord Direction N25° 35' 46"W Distance 739.73'
Direction Ahead N55° 47' 26"W

EC N 10,701,126.74 E 1,766,970.59 9+87.98
Curve (5)

Line (6)
Non-Tangent Radial Bearing N34° 12' 34"E
N50° 24' 44"W 20.85'
N 10,701,140.03 E 1,766,954.53 10+08.83
Line (6)

Non-Tangent Radial Bearing N31° 45' 36"E
Curve (7)
BC N 10,701,140.03 E 1,766,954.53 10+08.83
CTR N 10,700,484.56 E 1,766,548.75
PI N 10,701,234.70 E 1,766,801.59

Direction Back N58° 14' 24"W
Radius 770.91'
Delta 26°16'(LT)
Length 353.42'
Tangent 179.87'
Chord Direction N71° 22' 25"W Distance 350.33'
Direction Ahead N84° 30' 25"W

EC N 10,701,251.92 E 1,766,622.54 13+62.25
Curve (7)

Reversing Curve

Non-Tangent Radial Bearing S1° 41' 09"W
Curve (8)
BC N 10,701,251.92 E 1,766,622.54 13+62.25
CTR N 10,701,617.74 E 1,766,633.31
PI N 10,701,254.02 E 1,766,551.09

Direction Back N88° 18' 51"W
Radius 365.98'
Delta 22°06'(RT)
Length 141.19'
Tangent 71.48'
Chord Direction N77° 15' 44"W Distance 140.31'
Direction Ahead N66° 12' 37"W

EC N 10,701,282.86 E 1,766,485.68 15+03.44
Curve (8)

Compound Curve

Non-Tangent Radial Bearing S23° 45' 17"W
Curve (9)
BC N 10,701,282.86 E 1,766,485.68 15+03.44
CTR N 10,701,631.75 E 1,766,639.23
PI N 10,701,294.64 E 1,766,458.92

Direction Back N66° 14' 43"W
Radius 381.18'
Delta 8°46'(RT)
Length 58.37'
Tangent 29.24'
Chord Direction N61° 51' 31"W Distance 58.31'
Direction Ahead N57° 28' 19"W

EC N 10,701,310.36 E 1,766,434.27 15+61.81
Curve (9)

Reversing Curve

Non-Tangent Radial Bearing N30° 51' 25"E
Curve (10)
BC N 10,701,310.36 E 1,766,434.27 15+61.81
CTR N 10,699,411.73 E 1,765,299.90
PI N 10,701,333.72 E 1,766,395.17

Direction Back N59° 08' 35"W
Radius 2,211.69'
Delta 2°22'(LT)
Length 91.07'
Tangent 45.54'
Chord Direction N60° 19' 22"W Distance 91.06'
Direction Ahead N61° 30' 09"W

EC N 10,701,355.45 E 1,766,355.15 16+52.88
Curve (10)

Reversing Curve

Non-Tangent Radial Bearing S47° 13' 32"W
Curve (11)
BC N 10,701,355.45 E 1,766,355.15 16+52.88
CTR N 10,701,609.23 E 1,766,629.45
PI N 10,701,370.61 E 1,766,341.11

Direction Back N42° 46' 28"W
Radius 373.69'
Delta 6°20'(RT)
Length 41.28'
Tangent 20.66'
Chord Direction N39° 36' 36"W Distance 41.26'
Direction Ahead N36° 26' 44"W

EC N 10,701,387.23 E 1,766,328.84 16+94.16
Curve (11)

Compound Curve

Non-Tangent Radial Bearing S71° 23' 41"W
Curve (12)
BC N 10,701,387.23 E 1,766,328.84 16+94.16
CTR N 10,701,509.18 E 1,766,691.09
PI N 10,701,417.69 E 1,766,318.59

Direction Back N18° 36' 19"W
Radius 382.22'
Delta 9°37'(RT)
Length 64.12'
Tangent 32.14'
Chord Direction N13° 47' 59"W Distance 64.04'
Direction Ahead N8° 59' 38"W

EC N 10,701,449.43 E 1,766,313.57 17+58.28
Curve (12)

Line (13)
Non-Tangent Radial Bearing S81° 00' 22"W
N26° 49' 52"W 1,201.89'
N 10,702,521.92 E 1,765,771.08 29+60.17
Line (13)

Line (14)
Non-Tangent Radial Bearing S81° 00' 22"W
N44° 47' 41"W 182.57'
N 10,702,651.48 E 1,765,642.44 31+42.74
Line (14)

Line (15)
Non-Tangent Radial Bearing S81° 00' 22"W
N27° 18' 11"W 9.80'
N 10,702,660.19 E 1,765,637.95 31+52.54
Line (15)

Line (16)
Non-Tangent Radial Bearing S81° 00' 22"W
N8° 48' 28"W 167.16'
N 10,702,825.38 E 1,765,612.35 33+19.70
Line (16)

Line (17)
Non-Tangent Radial Bearing S81° 00' 22"W
N27° 19' 20"W 18.54'
N 10,702,841.85 E 1,765,603.84 33+38.24
Line (17)

Non-Tangent Radial Bearing N63° 09' 58"E
Curve (18)
BC N 10,702,841.85 E 1,765,603.84 33+38.24
CTR N 10,702,426.37 E 1,764,782.54
PI N 10,703,205.67 E 1,765,419.80

Direction Back N26° 50' 02"W
Radius 920.42'
Delta 47°47'(LT)
Length 767.62'
Tangent 407.72'
Chord Direction N50° 43' 33"W Distance 745.57'
Direction Ahead N74° 37' 05"W

EC N 10,703,313.82 E 1,765,026.68 41+05.85
Curve (18)

Line (19)
N74° 37' 05"W 89.48'
N 10,703,337.55 E 1,764,940.41 41+95.34
Line (19)

Non-Tangent Radial Bearing S15° 22' 57"W
Curve (20)
BC N 10,703,337.55 E 1,764,940.41 41+95.34
CTR N 10,703,376.12 E 1,764,951.02
PI N 10,703,343.74 E 1,764,917.90

Direction Back N74° 37' 03"W
Radius 40.00'
Delta 60°32'(RT)
Length 42.26'
Tangent 23.34'
Chord Direction N44° 21' 11"W Distance 40.32'
Direction Ahead N14° 05' 19"W

EC N 10,703,366.38 E 1,764,912.22 42+37.59
Curve (20)

Line (21)
Non-Tangent Radial Bearing S75° 54' 41"W
N14° 05' 19"W 12.41'
N 10,703,378.42 E 1,764,909.20 42+50.01
Line (21)

Line (22)
Non-Tangent Radial Bearing S75° 54' 41"W
N14° 05' 19"W 10.88'
N 10,703,388.97 E 1,764,906.55 42+60.89
Line (22)

Line (23)
Non-Tangent Radial Bearing S75° 54' 41"W
N14° 05' 19"W 10.76'
N 10,703,399.41 E 1,764,903.93 42+71.65
Line (23)

N 10,703,399.41 E 1,764,903.93 42+71.65
End C-ALGN - EAST TOP

****

Alignment Length: 4,271.65'

****

FILE NAME: A:\20209728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-105-9728.dwg LAYOUT NAME: C-105 PRINTED: Monday, May 24, 2021 - 4:15pm USER: RSkinner

Parkhill

PARKHILL, SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-2580
RENÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER
05/28/21

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN SHEET 4 OF 10

C-105

****

Alignment Name: C-ALGN - EAST TOP - BACK
Station Range: Start: 0+00.00, End: 42+34.89
Description:

****

Begin C-ALGN - EAST TOP - BACK
N 10,700,266.46 E 1,767,346.78 0+00.00

Line (1)
N22° 27' 02"W 10.59'
N 10,700,276.25 E 1,767,342.74 0+10.59
Line (1)

Curve (2)
BC N 10,700,276.25 E 1,767,342.74 0+10.59
CTR N 10,702,263.73 E 1,772,067.81
PI N 10,700,306.13 E 1,767,330.17

Direction Back N22° 48' 46"W
Radius 5,126.05'
Delta 0°43'(RT)
Length 64.82'
Tangent 32.41'
Chord Direction N22° 27' 02"W Distance 64.82'
Direction Ahead N22° 05' 18"W

EC N 10,700,336.16 E 1,767,317.99 0+75.41
Curve (2)

Compound Curve

Non-Tangent Radial Bearing S78° 43' 00"W
Curve (3)
BC N 10,700,336.16 E 1,767,317.99 0+75.41
CTR N 10,700,468.43 E 1,767,980.96
PI N 10,700,350.93 E 1,767,315.04

Direction Back N11° 17' 00"W
Radius 676.04'
Delta 2°33'(RT)
Length 30.13'
Tangent 15.07'
Chord Direction N10° 00' 24"W Distance 30.13'
Direction Ahead N8° 43' 47"W

EC N 10,700,365.83 E 1,767,312.75 1+05.54
Curve (3)

Compound Curve

Non-Tangent Radial Bearing S79° 13' 33"W
Curve (4)
BC N 10,700,365.83 E 1,767,312.75 1+05.54
CTR N 10,700,428.70 E 1,767,643.13
PI N 10,700,411.67 E 1,767,304.03

Direction Back N10° 46' 27"W
Radius 336.31'
Delta 15°48'(RT)
Length 92.73'
Tangent 46.66'
Chord Direction N2° 52' 29"W Distance 92.44'
Direction Ahead N5° 01' 28"E

EC N 10,700,458.15 E 1,767,308.11 1+98.27
Curve (4)

Reversing Curve

Non-Tangent Radial Bearing S85° 24' 04"E
Curve (5)
BC N 10,700,458.15 E 1,767,308.11 1+98.27
CTR N 10,700,518.56 E 1,766,557.10
PI N 10,700,660.50 E 1,767,324.39

Direction Back N4° 35' 56"E
Radius 753.44'
Delta 30°10'(LT)
Length 396.60'
Tangent 203.01'
Chord Direction N10° 28' 51"W Distance 392.04'
Direction Ahead N25° 33' 39"W

EC N 10,700,843.64 E 1,767,236.80 5+94.87
Curve (5)

Compound Curve

Non-Tangent Radial Bearing N64° 26' 19"E
Curve (6)
BC N 10,700,843.64 E 1,767,236.80 5+94.87
CTR N 10,700,518.57 E 1,766,557.13
PI N 10,701,027.27 E 1,767,148.97

Direction Back N25° 33' 41"W
Radius 753.41'
Delta 30°14'(LT)
Length 397.60'
Tangent 203.55'
Chord Direction N40° 40' 48"W Distance 393.00'
Direction Ahead N55° 47' 55"W

EC N 10,701,141.68 E 1,766,980.63 9+92.47
Curve (6)

Reversing Curve

Non-Tangent Radial Bearing S34° 01' 58"W
Curve (7)
BC N 10,701,141.68 E 1,766,980.63 9+92.47
CTR N 10,733,998.51 E 1,789,170.25
PI N 10,701,147.66 E 1,766,971.79

Direction Back N55° 58' 02"W
Radius 39,647.83'
Delta 0°02'(RT)
Length 21.34'
Tangent 10.67'
Chord Direction N55° 57' 06"W Distance 21.34'
Direction Ahead N55° 56' 11"W

EC N 10,701,153.63 E 1,766,962.95 10+13.81
Curve (7)

Reversing Curve

Non-Tangent Radial Bearing N31° 43' 03"E
Curve (8)
BC N 10,701,153.63 E 1,766,962.95 10+13.81
CTR N 10,700,482.11 E 1,766,547.93
PI N 10,701,250.29 E 1,766,806.55

Direction Back N58° 16' 57"W
Radius 789.42'
Delta 26°13'(LT)
Length 361.27'
Tangent 183.86'
Chord Direction N71° 23' 35"W Distance 358.13'
Direction Ahead N84° 30' 13"W

EC N 10,701,267.90 E 1,766,623.54 13+75.08
Curve (8)

Reversing Curve

Non-Tangent Radial Bearing S1° 36' 04"W
Curve (9)
BC N 10,701,267.90 E 1,766,623.54 13+75.08
CTR N 10,701,617.77 E 1,766,633.32
PI N 10,701,269.82 E 1,766,554.93

Direction Back N88° 23' 56"W
Radius 350.01'
Delta 22°11'(RT)
Length 135.55'
Tangent 68.64'
Chord Direction N77° 18' 15"W Distance 134.71'
Direction Ahead N66° 12' 34"W

EC N 10,701,297.50 E 1,766,492.13 15+10.63
Curve (9)

Compound Curve

Non-Tangent Radial Bearing S23° 44' 55"W
Curve (10)
BC N 10,701,297.50 E 1,766,492.13 15+10.63
CTR N 10,701,630.61 E 1,766,638.69
PI N 10,701,306.93 E 1,766,470.70

Direction Back N66° 15' 05"W
Radius 363.93'
Delta 7°22'(RT)
Length 46.74'
Tangent 23.40'
Chord Direction N62° 34' 18"W Distance 46.71'
Direction Ahead N58° 53' 32"W

EC N 10,701,319.02 E 1,766,450.67 15+57.38
Curve (10)

Compound Curve

Non-Tangent Radial Bearing S32° 34' 13"W
Curve (11)
BC N 10,701,319.02 E 1,766,450.67 15+57.38
CTR N 10,701,896.30 E 1,766,819.43
PI N 10,701,326.28 E 1,766,439.30

Direction Back N57° 25' 47"W
Radius 685.00'
Delta 2°15'(RT)
Length 26.96'
Tangent 13.48'
Chord Direction N56° 18' 08"W Distance 26.96'
Direction Ahead N55° 10' 28"W

EC N 10,701,333.98 E 1,766,428.24 15+84.34
Curve (11)

Compound Curve

Non-Tangent Radial Bearing S41° 43' 54"W
Curve (12)
BC N 10,701,333.98 E 1,766,428.24 15+84.34
CTR N 10,702,058.00 E 1,767,074.03
PI N 10,701,350.76 E 1,766,409.42

Direction Back N48° 16' 06"W
Radius 970.18'
Delta 2°59'(RT)
Length 50.42'
Tangent 25.21'
Chord Direction N46° 46' 47"W Distance 50.41'
Direction Ahead N45° 17' 28"W

EC N 10,701,368.50 E 1,766,391.50 16+34.76
Curve (12)

Compound Curve

Non-Tangent Radial Bearing S51° 57' 33"W
Curve (13)
BC N 10,701,368.50 E 1,766,391.50 16+34.76
CTR N 10,701,813.18 E 1,766,959.84
PI N 10,701,411.22 E 1,766,358.08

Direction Back N38° 02' 27"W
Radius 721.63'
Delta 8°36'(RT)
Length 108.28'
Tangent 54.24'
Chord Direction N33° 44' 31"W Distance 108.18'
Direction Ahead N29° 26' 36"W

EC N 10,701,458.46 E 1,766,331.41 17+43.04
Curve (13)

Line (14)
Non-Tangent Radial Bearing S60° 33' 24"W
N26° 49' 52"W 1,202.23'
N 10,702,531.26 E 1,765,788.77 29+45.27
Line (14)

Line (15)
Non-Tangent Radial Bearing S60° 33' 24"W
N27° 35' 52"W 360.66'
N 10,702,850.88 E 1,765,621.69 33+05.93
Line (15)

Non-Tangent Radial Bearing N63° 09' 58"E
Curve (16)
BC N 10,702,850.88 E 1,765,621.69 33+05.93
CTR N 10,702,426.37 E 1,764,782.54
PI N 10,703,222.60 E 1,765,433.64

Direction Back N26° 50' 02"W
Radius 940.42'
Delta 47°47'(LT)
Length 784.30'
Tangent 416.58'
Chord Direction N50° 43' 33"W Distance 761.77'
Direction Ahead N74° 37' 05"W

EC N 10,703,333.10 E 1,765,031.99 40+90.22
Curve (16)

Line (17)
N74° 37' 05"W 89.48'
N 10,703,356.83 E 1,764,945.71 41+79.70
Line (17)

Curve (18)
BC N 10,703,356.83 E 1,764,945.71 41+79.70
CTR N 10,703,376.12 E 1,764,951.02
PI N 10,703,359.93 E 1,764,934.46

Direction Back N74° 37' 05"W
Radius 20.00'
Delta 60°32'(RT)
Length 21.13'
Tangent 11.67'
Chord Direction N44° 21' 12"W Distance 20.16'
Direction Ahead N14° 05' 19"W

EC N 10,703,371.25 E 1,764,931.62 42+00.83
Curve (18)

Line (19)
Non-Tangent Radial Bearing S75° 54' 41"W
N14° 05' 19"W 23.29'
N 10,703,393.84 E 1,764,925.95 42+24.13
Line (19)

Line (20)
Non-Tangent Radial Bearing S75° 54' 41"W
N14° 05' 19"W 10.76'
N 10,703,404.28 E 1,764,923.33 42+34.89
Line (20)

N 10,703,404.28 E 1,764,923.33 42+34.89
End C-ALGN - EAST TOP - BACK

****

Alignment Length: 4,234.89'

****

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-106-9728.dwg LAYOUT NAME: C-106 PRINTED: Monday, May 24, 2021 - 4:20pm USER: RSkinner

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RENÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 05/28/21

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN SHEET 5 OF 10

C-106

****

Alignment Name: C-ALGN - WEST SHELF TOE
Station Range: Start: 0+00.00, End: 44+22.46
Description:

****

Begin C-ALGN - WEST SHELF TOE
N 10,700,128.93 E 1,767,085.75 0+00.00

Line (1)
N21° 07' 42"W 20.07'
N 10,700,147.64 E 1,767,078.52 0+20.07
Line (1)

Line (2)
N22° 26' 47"W 69.85'
N 10,700,212.20 E 1,767,051.85 0+89.92
Line (2)

Line (3)
N5° 15' 35"E 84.87'
N 10,700,296.72 E 1,767,059.63 1+74.79
Line (3)

Line (4)
N4° 28' 49"E 62.12'
N 10,700,358.64 E 1,767,064.48 2+36.90
Line (4)

Line (5)
N4° 44' 15"E 128.88'
N 10,700,487.09 E 1,767,075.13 3+65.79
Line (5)

Line (6)
N5° 16' 56"E 119.47'
N 10,700,606.05 E 1,767,086.13 4+85.25
Line (6)

Line (7)
N5° 42' 06"E 63.14'
N 10,700,668.87 E 1,767,092.40 5+48.39
Line (7)

Curve (8)
BC N 10,700,668.87 E 1,767,092.40 5+48.39
CTR N 10,700,669.52 E 1,767,085.14
PI N 10,700,671.32 E 1,767,092.62

Direction Back N5° 04' 26"E
Radius 7.29'
Delta 37°12'(LT)
Length 4.73'
Tangent 2.45'
Chord Direction N13° 31' 41"W Distance 4.65'
Direction Ahead N32° 07' 47"W

EC N 10,700,673.40 E 1,767,091.31 5+53.13
Curve (8)

Line (9)
Non-Tangent Radial Bearing N57° 52' 13"E
N31° 43' 05"W 349.84'
N 10,700,970.98 E 1,766,907.39 9+02.96
Line (9)

Curve (10)
BC N 10,700,970.98 E 1,766,907.39 9+02.96
CTR N 10,700,966.29 E 1,766,899.80
PI N 10,700,973.69 E 1,766,905.71

Direction Back N31° 43' 05"W
Radius 8.92'
Delta 39°18'(LT)
Length 6.12'
Tangent 3.18'
Chord Direction N51° 21' 54"W Distance 6.00'
Direction Ahead N71° 00' 42"W

EC N 10,700,974.73 E 1,766,902.70 9+09.08
Curve (10)

Line (11)
Non-Tangent Radial Bearing N18° 59' 18"E
N70° 22' 02"W 454.24'
N 10,701,127.35 E 1,766,474.87 13+63.32
Line (11)

Line (12)
Non-Tangent Radial Bearing N18° 59' 18"E
N70° 33' 07"W 98.16'
N 10,701,160.03 E 1,766,382.30 14+61.49
Line (12)

Line (13)
Non-Tangent Radial Bearing N18° 59' 18"E
N70° 58' 08"W 78.49'
N 10,701,185.63 E 1,766,308.10 15+39.98
Line (13)

Line (14)
Non-Tangent Radial Bearing N18° 59' 18"E
N38° 02' 00"W 214.72'
N 10,701,354.75 E 1,766,175.81 17+54.70
Line (14)

Line (15)
Non-Tangent Radial Bearing N18° 59' 18"E
N38° 37' 42"W 70.22'
N 10,701,409.61 E 1,766,131.97 18+24.92
Line (15)

Line (16)
Non-Tangent Radial Bearing N18° 59' 18"E
N26° 24' 46"W 1,169.98'
N 10,702,457.46 E 1,765,611.52 29+94.90
Line (16)

Line (17)
Non-Tangent Radial Bearing N18° 59' 18"E
N33° 09' 38"W 0.92'
N 10,702,458.23 E 1,765,611.02 29+95.83
Line (17)

Line (18)
Non-Tangent Radial Bearing N18° 59' 18"E
N39° 22' 24"W 188.87'
N 10,702,604.23 E 1,765,491.21 31+84.69
Line (18)

Line (19)
Non-Tangent Radial Bearing N18° 59' 18"E
N8° 10' 21"E 54.95'
N 10,702,658.62 E 1,765,499.02 32+39.64
Line (19)

Line (20)
Non-Tangent Radial Bearing N18° 59' 18"E
N26° 50' 02"W 35.02'
N 10,702,689.87 E 1,765,483.21 32+74.66
Line (20)

Line (21)
Non-Tangent Radial Bearing N18° 59' 18"E
N57° 20' 21"W 98.53'
N 10,702,743.04 E 1,765,400.26 33+73.19
Line (21)

Non-Tangent Radial Bearing N62° 52' 17"E
Curve (22)
BC N 10,702,743.04 E 1,765,400.26 33+73.19
CTR N 10,702,427.08 E 1,764,783.57
PI N 10,702,906.34 E 1,765,316.59

Non-Tangent Radial Bearing N62° 52' 17"E
Curve (22)
BC N 10,702,743.04 E 1,765,400.26 33+73.19
CTR N 10,702,427.08 E 1,764,783.57
PI N 10,702,906.34 E 1,765,316.59

Direction Back N27° 07' 43"W
Radius 692.92'
Delta 29°40'(LT)
Length 358.74'
Tangent 183.49'
Chord Direction N41° 57' 37"W Distance 354.75'
Direction Ahead N56° 47' 32"W

EC N 10,703,006.83 E 1,765,163.07 37+31.93
Curve (22)

Line (23)
Non-Tangent Radial Bearing N33° 12' 28"E
N38° 03' 25"W 187.50'
N 10,703,154.47 E 1,765,047.49 39+19.43
Line (23)

Curve (24)
BC N 10,703,154.47 E 1,765,047.49 39+19.43
CTR N 10,703,150.99 E 1,765,043.04
PI N 10,703,155.91 E 1,765,046.35

Direction Back N38° 03' 25"W
Radius 5.64'
Delta 36°01'(LT)
Length 3.55'
Tangent 1.83'
Chord Direction N56° 03' 51"W Distance 3.49'
Direction Ahead N74° 04' 16"W

EC N 10,703,156.42 E 1,765,044.59 39+22.98
Curve (24)

Line (25)
Non-Tangent Radial Bearing N15° 55' 44"E
N74° 35' 40"W 348.69'
N 10,703,249.05 E 1,764,708.43 42+71.67
Line (25)

Line (26)
Non-Tangent Radial Bearing N15° 55' 44"E
N74° 37' 14"W 101.63'
N 10,703,276.00 E 1,764,610.44 43+73.30
Line (26)

Line (27)
Non-Tangent Radial Bearing N15° 55' 44"E
N73° 08' 08"W 21.45'
N 10,703,282.22 E 1,764,589.91 43+94.75
Line (27)

Line (28)
Non-Tangent Radial Bearing N15° 55' 44"E
N73° 12' 56"W 9.29'
N 10,703,284.91 E 1,764,581.01 44+04.04
Line (28)

Line (29)
Non-Tangent Radial Bearing N15° 55' 44"E
N73° 12' 56"W 6.40'
N 10,703,286.76 E 1,764,574.88 44+10.45
Line (29)

Line (30)
Non-Tangent Radial Bearing N15° 55' 44"E
N73° 31' 03"W 9.53'
N 10,703,289.46 E 1,764,565.74 44+19.97
Line (30)

Line (31)
Non-Tangent Radial Bearing N15° 55' 44"E
N71° 22' 56"W 2.49'
N 10,703,290.25 E 1,764,563.39 44+22.46
Line (31)

N 10,703,290.25 E 1,764,563.39 44+22.46
End C-ALGN - WEST SHELF TOE

****

Alignment Length: 4,422.46'

****

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MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

1 05/28/2021 BID SET
DATE DESCRIPTION

PROJECT STAKING CONTROL PLAN
SHEET 6 OF 10

C-107

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-107-9728.dwg LAYOUT NAME: C-107 PRINTED: Monday, May 24, 2021 - 4:20pm USER: RSkinner

****

Alignment Name: C-ALGN - WEST SHELF TOP - 1
Station Range: Start: 0+00.00, End: 31+83.42
Description:

****

Begin C-ALGN - WEST SHELF TOP - 1
N 10,700,128.93 E 1,767,085.75 0+00.00

Line (1)
N28° 06' 25"W 92.84'
N 10,700,210.82 E 1,767,042.01 0+92.84
Line (1)

Line (2)
N5° 22' 28"E 460.76'
N 10,700,669.55 E 1,767,085.17 5+53.60
Line (2)

Line (3)
N32° 02' 09"W 349.83'
N 10,700,966.11 E 1,766,899.60 9+03.43
Line (3)

Line (4)
N70° 12' 04"W 454.24'
N 10,701,119.97 E 1,766,472.21 13+57.67
Line (4)

Line (5)
N70° 12' 04"W 98.16'
N 10,701,153.22 E 1,766,379.85 14+55.84
Line (5)

Line (6)
N70° 12' 04"W 80.28'
N 10,701,180.41 E 1,766,304.32 15+36.12
Line (6)

Line (7)
N38° 02' 02"W 287.47'
N 10,701,406.84 E 1,766,127.20 18+23.59
Line (7)

Line (8)
N26° 20' 51"W 1,170.34'
N 10,702,455.61 E 1,765,607.79 29+93.93
Line (8)

Line (9)
N39° 05' 28"W 189.49'
N 10,702,602.67 E 1,765,488.31 31+83.42
Line (9)

N 10,702,602.67 E 1,765,488.31 31+83.42
End C-ALGN - WEST SHELF TOP - 1

****

Alignment Length: 3,183.42'

****

****

Alignment Name: C-ALGN - WEST SHELF TOP - 2
Station Range: Start: 0+00.00, End: 6+80.76
Description:

****

Begin C-ALGN - WEST SHELF TOP - 2
N 10,703,011.27 E 1,765,156.35 0+00.00

Line (1)
N39° 05' 28"W 179.81'
N 10,703,150.83 E 1,765,042.97 1+79.81
Line (1)

Line (2)
N73° 51' 36"W 500.95'
N 10,703,290.09 E 1,764,561.77 6+80.76
Line (2)

N 10,703,290.09 E 1,764,561.77 6+80.76
End C-ALGN - WEST SHELF TOP - 2

****

Alignment Length: 680.76'

****

PACKET 16.283 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-108-9728.dwg LAYOUT NAME: C-108 PRINTED: Monday, May 24, 2021 - 4:21pm USER: RSkinner

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855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN
SHEET 7 OF 10

C-108

****
Alignment Name: C-ALGN - WEST SHELF BACK - 1
Station Range: Start: 0+00.00, End: 13+36.11
Description:
****

Begin C-ALGN - WEST SHELF BACK - 1
N 10,700,125.23 E 1,767,065.35 0+00.00

Line (1)
N58° 26' 11"W 4.54'
N 10,700,127.61 E 1,767,061.48 0+04.54
Line (1)

Line (2)
N54° 28' 51"W 2.88'
N 10,700,129.28 E 1,767,059.14 0+07.41
Line (2)

Curve (3)
BC N 10,700,129.28 E 1,767,059.14 0+07.41
CTR N 10,700,216.36 E 1,767,095.84
PI N 10,700,136.18 E 1,767,042.76

Direction Back N67° 08' 45"W
Radius 94.50'
Delta 21°18'(RT)
Length 35.14'
Tangent 17.77'
Chord Direction N56° 29' 38"W Distance 34.93'
Direction Ahead N45° 50' 32"W

EC N 10,700,148.56 E 1,767,030.01 0+42.55
Curve (3)

Compound Curve

Non-Tangent Radial Bearing S37° 57' 16"W
Curve (4)
BC N 10,700,148.56 E 1,767,030.01 0+42.55
CTR N 10,700,228.03 E 1,767,091.99
PI N 10,700,164.29 E 1,767,009.85

Direction Back N52° 02' 44"W
Radius 100.78'
Delta 28°28'(RT)
Length 50.08'
Tangent 25.57'
Chord Direction N37° 48' 37"W Distance 49.56'
Direction Ahead N23° 34' 30"W

EC N 10,700,187.72 E 1,766,999.63 0+92.63
Curve (4)

Compound Curve

Non-Tangent Radial Bearing S77° 11' 25"W
Curve (5)
BC N 10,700,187.72 E 1,766,999.63 0+92.63
CTR N 10,700,235.97 E 1,767,211.81
PI N 10,700,224.07 E 1,766,991.36

Direction Back N12° 48' 35"W
Radius 217.60'
Delta 19°26'(RT)
Length 73.83'
Tangent 37.27'
Chord Direction N3° 05' 24"W Distance 73.48'
Direction Ahead N6° 37' 47"E

EC N 10,700,261.09 E 1,766,995.66 1+66.46
Curve (5)

Compound Curve

Non-Tangent Radial Bearing N83° 55' 31"W
Curve (6)
BC N 10,700,261.09 E 1,766,995.66 1+66.46
CTR N 10,700,228.22 E 1,767,304.54
PI N 10,700,308.96 E 1,767,000.76

Direction Back N6° 04' 29"E
Radius 310.62'
Delta 17°37'(RT)
Length 95.52'
Tangent 48.14'
Chord Direction N14° 53' 03"E Distance 95.14'
Direction Ahead N23° 41' 37"E

EC N 10,700,353.04 E 1,767,020.10 2+61.98
Curve (6)

Reversing Curve

Non-Tangent Radial Bearing S67° 54' 31"E
Curve (7)
BC N 10,700,353.04 E 1,767,020.10 2+61.98
CTR N 10,700,531.86 E 1,766,579.53
PI N 10,700,506.71 E 1,767,082.47

Direction Back N22° 05' 29"E
Radius 475.48'
Delta 38°27'(LT)
Length 319.13'
Tangent 165.84'
Chord Direction N2° 51' 47"E Distance 313.18'
Direction Ahead N16° 21' 54"W

EC N 10,700,665.83 E 1,767,035.75 5+81.11
Curve (7)

Compound Curve

Non-Tangent Radial Bearing N74° 35' 52"E
Curve (8)
BC N 10,700,665.83 E 1,767,035.75 5+81.11
CTR N 10,700,539.30 E 1,766,576.46
PI N 10,700,825.52 E 1,766,991.75

Direction Back N15° 24' 08"W
Radius 476.40'
Delta 38°21'(LT)
Length 318.83'
Tangent 165.64'
Chord Direction N34° 34' 30"W Distance 312.91'
Direction Ahead N53° 44' 52"W

EC N 10,700,923.48 E 1,766,858.17 8+99.94
Curve (8)

Compound Curve

Non-Tangent Radial Bearing N38° 07' 49"E
Curve (9)
BC N 10,700,923.48 E 1,766,858.17 8+99.94
CTR N 10,700,542.77 E 1,766,559.34
PI N 10,701,022.46 E 1,766,732.07

Direction Back N51° 52' 11"W
Radius 483.98'
Delta 36°39'(LT)
Length 309.62'
Tangent 160.31'
Chord Direction N70° 11' 48"W Distance 304.36'
Direction Ahead N88° 31' 24"W

EC N 10,701,026.59 E 1,766,571.81 12+09.56
Curve (9)

Reversing Curve

Non-Tangent Radial Bearing S5° 19' 41"W
Curve (10)
BC N 10,701,026.59 E 1,766,571.81 12+09.56
CTR N 10,701,588.75 E 1,766,624.24
PI N 10,701,032.49 E 1,766,508.54

Direction Back N84° 40' 19"W
Radius 564.60'
Delta 12°51'(RT)
Length 126.55'
Tangent 63.54'
Chord Direction N78° 15' 03"W Distance 126.28'
Direction Ahead N71° 49' 47"W

EC N 10,701,052.31 E 1,766,448.17 13+36.11
Curve (10)

N 10,701,052.31 E 1,766,448.17 13+36.11
End C-ALGN - WEST SHELF BACK - 1

****
Alignment Length: 1,336.11'
****

****
Alignment Name: C-ALGN - WEST SHELF BACK - 2
Station Range: Start: 0+00.00, End: 17+74.44
Description:
****

Begin C-ALGN - WEST SHELF BACK - 2
N 10,701,093.38 E 1,766,357.90 0+00.00

Curve (1)
BC N 10,701,093.38 E 1,766,357.90 0+00.00
CTR N 10,701,741.87 E 1,766,730.22
PI N 10,701,113.84 E 1,766,322.26

Direction Back N60° 08' 18"W
Radius 747.77'
Delta 6°17'(RT)
Length 82.11'
Tangent 41.10'
Chord Direction N56° 59' 33"W Distance 82.07'
Direction Ahead N53° 50' 49"W

EC N 10,701,138.09 E 1,766,289.08 0+82.11
Curve (1)

Compound Curve

Curve (2)
BC N 10,701,138.09 E 1,766,289.08 0+82.11
CTR N 10,701,579.39 E 1,766,611.51
PI N 10,701,145.38 E 1,766,279.09

Direction Back N53° 50' 49"W
Radius 546.54'
Delta 2°36'(RT)
Length 24.74'
Tangent 12.37'
Chord Direction N52° 33' 01"W Distance 24.73'
Direction Ahead N51° 15' 13"W

EC N 10,701,153.13 E 1,766,269.44 1+06.84
Curve (2)

Compound Curve

Non-Tangent Radial Bearing S38° 03' 48"W
Curve (3)
BC N 10,701,153.13 E 1,766,269.44 1+06.84
CTR N 10,701,607.81 E 1,766,625.50
PI N 10,701,244.57 E 1,766,152.67

Direction Back N51° 56' 12"W
Radius 577.51'
Delta 28°48'(RT)
Length 290.35'
Tangent 148.31'
Chord Direction N37° 32' 00"W Distance 287.31'
Direction Ahead N23° 07' 48"W

EC N 10,701,380.96 E 1,766,094.41 3+97.20
Curve (3)

Line (4)
Non-Tangent Radial Bearing S66° 52' 12"W
N26° 56' 36"W 230.93'
N 10,701,586.82 E 1,765,989.77 6+28.13
Line (4)

Line (5)
Non-Tangent Radial Bearing S66° 52' 12"W
N26° 57' 25"W 321.10'
N 10,701,873.03 E 1,765,844.21 9+49.23
Line (5)

Line (6)
Non-Tangent Radial Bearing S66° 52' 12"W
N27° 11' 22"W 28.03'
N 10,701,897.96 E 1,765,831.41 9+77.26
Line (6)

Line (7)
Non-Tangent Radial Bearing S66° 52' 12"W
N21° 37' 32"W 46.27'
N 10,701,940.97 E 1,765,814.36 10+23.52
Line (7)

Line (8)
Non-Tangent Radial Bearing S66° 52' 12"W
N21° 05' 25"W 157.64'
N 10,702,088.05 E 1,765,757.63 11+81.16
Line (8)

Line (9)
Non-Tangent Radial Bearing S66° 52' 12"W
N26° 26' 20"W 389.21'
N 10,702,436.55 E 1,765,584.34 15+70.37
Line (9)

Line (10)
Non-Tangent Radial Bearing S66° 52' 12"W
N26° 34' 48"W 9.47'
N 10,702,445.02 E 1,765,580.10 15+79.84
Line (10)

Line (11)
Non-Tangent Radial Bearing S66° 52' 12"W
N41° 13' 25"W 85.22'
N 10,702,509.12 E 1,765,523.94 16+65.06
Line (11)

Line (12)
Non-Tangent Radial Bearing S66° 52' 12"W
N41° 15' 47"W 47.58'
N 10,702,544.89 E 1,765,492.56 17+12.64
Line (12)

Line (13)
Non-Tangent Radial Bearing S66° 52' 12"W
N40° 51' 19"W 11.48'
N 10,702,553.57 E 1,765,485.05 17+24.12
Line (13)

Line (14)
Non-Tangent Radial Bearing S66° 52' 12"W
N26° 38' 51"W 7.00'
N 10,702,559.83 E 1,765,481.91 17+31.12
Line (14)

Line (15)
Non-Tangent Radial Bearing S66° 52' 12"W
N8° 29' 20"E 43.32'
N 10,702,602.67 E 1,765,488.31 17+74.44
Line (15)

N 10,702,602.67 E 1,765,488.31 17+74.44
End C-ALGN - WEST SHELF BACK - 2

****
Alignment Length: 1,774.44'
****

****
Alignment Name: C-ALGN - WEST SHELF BACK - 3
Station Range: Start: 0+00.00, End: 8+04.49
Description:
****

Begin C-ALGN - WEST SHELF BACK - 3
N 10,703,004.68 E 1,765,161.75 -0+00.00

Curve (1)
BC N 10,703,004.68 E 1,765,161.75 -0+00.00
CTR N 10,702,440.26 E 1,764,801.16
PI N 10,703,038.28 E 1,765,109.17

Direction Back N57° 25' 38"W
Radius 669.77'
Delta 10°39'(LT)
Length 124.44'
Tangent 62.40'
Chord Direction N62° 44' 59"W Distance 124.26'
Direction Ahead N68° 04' 20"W

EC N 10,703,061.58 E 1,765,051.28 1+24.44
Curve (1)

Compound Curve

Curve (2)
BC N 10,703,061.58 E 1,765,051.28 1+24.44
CTR N 10,702,272.17 E 1,764,733.50
PI N 10,703,080.81 E 1,765,003.50

Direction Back N68° 04' 20"W
Radius 850.97'
Delta 6°56'(LT)
Length 102.88'
Tangent 51.50'
Chord Direction N71° 32' 09"W Distance 102.82'
Direction Ahead N74° 59' 57"W

EC N 10,703,094.14 E 1,764,953.76 2+27.32
Curve (2)

Line (3)
Non-Tangent Radial Bearing N15° 00' 03"E
N73° 49' 38"W 354.95'
N 10,703,193.01 E 1,764,612.85 5+82.27
Line (3)

Line (4)
Non-Tangent Radial Bearing N15° 00' 03"E
N74° 37' 05"W 78.97'
N 10,703,213.96 E 1,764,536.70 6+61.25
Line (4)

Line (5)
Non-Tangent Radial Bearing N15° 00' 03"E
N72° 43' 41"W 57.21'
N 10,703,230.94 E 1,764,482.07 7+18.46
Line (5)

Line (6)
Non-Tangent Radial Bearing N15° 00' 03"E
N70° 31' 12"W 55.71'
N 10,703,249.52 E 1,764,429.55 7+74.17
Line (6)

Line (7)
Non-Tangent Radial Bearing N15° 00' 03"E
N15° 49' 52"W 17.65'
N 10,703,266.50 E 1,764,424.74 7+91.81
Line (7)

Line (8)
Non-Tangent Radial Bearing N15° 00' 03"E
N9° 19' 49"E 12.67'
N 10,703,279.00 E 1,764,426.79 8+04.49
Line (8)

N 10,703,279.00 E 1,764,426.79 8+04.49
End C-ALGN - WEST SHELF BACK - 3

****
Alignment Length: 804.49'
****

PACKET 16.284 October 12, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEET\EARTHWORK SET\C-109-9728.dwg LAYOUT NAME: C-109 PRINTED: Monday, May 24, 2021 - 4:23pm USER: RSkinner

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN SHEET 8 OF 10

C-109

****

Alignment Name: C-ALGN - WEST TOP
Station Range: Start: 0+00.00, End: 46+61.33
Description:

****

Begin C-ALGN - WEST TOP
N 10,700,008.90 E 1,766,915.13 -0+00.00

Curve (1)
BC N 10,700,008.90 E 1,766,915.13 -0+00.00
CTR N 10,700,114.17 E 1,767,084.71
PI N 10,700,125.48 E 1,766,842.76

Direction Back N31° 49' 49"W
Radius 199.60'
Delta 69°01'(RT)
Length 240.42'
Tangent 137.22'
Chord Direction N2° 40' 33"E Distance 226.15'
Direction Ahead N37° 10' 55"E

EC N 10,700,234.80 E 1,766,925.68 2+40.42
Curve (1)

Reversing Curve

Non-Tangent Radial Bearing S50° 51' 07"E
Curve (2)
BC N 10,700,234.80 E 1,766,925.68 2+40.42
CTR N 10,700,552.64 E 1,766,535.24
PI N 10,700,366.28 E 1,767,032.72

Direction Back N39° 08' 53"E
Radius 503.46'
Delta 37°13'(LT)
Length 327.06'
Tangent 169.54'
Chord Direction N20° 32' 15"E Distance 321.34'
Direction Ahead N1° 55' 37"E

EC N 10,700,535.72 E 1,767,038.42 5+67.49
Curve (2)

Compound Curve

Non-Tangent Radial Bearing N88° 13' 39"E
Curve (3)
BC N 10,700,535.72 E 1,767,038.42 5+67.49
CTR N 10,700,520.94 E 1,766,561.02
PI N 10,700,777.50 E 1,767,030.94

Direction Back N1° 46' 21"W
Radius 477.63'
Delta 53°43'(LT)
Length 447.83'
Tangent 241.90'
Chord Direction N28° 37' 59"W Distance 431.60'
Direction Ahead N55° 29' 37"W

EC N 10,700,914.54 E 1,766,831.59 10+15.31
Curve (3)

Compound Curve

Non-Tangent Radial Bearing N29° 27' 13"E
Curve (4)
BC N 10,700,914.54 E 1,766,831.59 10+15.31
CTR N 10,700,508.24 E 1,766,602.16
PI N 10,700,924.03 E 1,766,814.79

Direction Back N60° 32' 47"W
Radius 466.60'
Delta 4°44'(LT)
Length 38.58'
Tangent 19.30'
Chord Direction N62° 54' 54"W Distance 38.57'
Direction Ahead N65° 17' 01"W

EC N 10,700,932.10 E 1,766,797.26 10+53.89
Curve (4)

Compound Curve

Non-Tangent Radial Bearing N30° 10' 01"E
Curve (5)
BC N 10,700,932.10 E 1,766,797.26 10+53.89
CTR N 10,700,494.19 E 1,766,542.73
PI N 10,700,988.23 E 1,766,700.69

Direction Back N59° 49' 59"W
Radius 506.50'
Delta 24°52'(LT)
Length 219.88'
Tangent 111.70'
Chord Direction N72° 16' 10"W Distance 218.16'
Direction Ahead N84° 42' 21"W

EC N 10,700,998.54 E 1,766,589.46 12+73.77
Curve (5)

Reversing Curve

Non-Tangent Radial Bearing S3° 00' 25"W
Curve (6)
BC N 10,700,998.54 E 1,766,589.46 12+73.77
CTR N 10,701,354.56 E 1,766,608.16
PI N 10,700,999.95 E 1,766,562.51

Direction Back N86° 59' 35"W
Radius 356.51'
Delta 8°39'(RT)
Length 53.87'
Tangent 26.99'
Chord Direction N82° 39' 50"W Distance 53.82'
Direction Ahead N78° 20' 06"W

EC N 10,701,005.41 E 1,766,536.08 13+27.64
Curve (6)

Line (7)
Non-Tangent Radial Bearing S11° 39' 54"W
N77° 55' 31"W 31.83'
N 10,701,012.07 E 1,766,504.95 13+59.48
Line (7)

Line (8)
Non-Tangent Radial Bearing S11° 39' 54"W
N75° 42' 35"W 53.51'
N 10,701,025.28 E 1,766,453.10 14+12.99
Line (8)

Line (9)
Non-Tangent Radial Bearing S11° 39' 54"W
N73° 34' 41"W 50.05'
N 10,701,039.43 E 1,766,405.09 14+63.04
Line (9)

Line (10)
Non-Tangent Radial Bearing S11° 39' 54"W
N65° 26' 09"W 25.32'
N 10,701,049.95 E 1,766,382.05 14+88.36
Line (10)

Line (11)
Non-Tangent Radial Bearing S11° 39' 54"W
N61° 34' 48"W 61.48'
N 10,701,079.21 E 1,766,327.99 15+49.84
Line (11)

Non-Tangent Radial Bearing S29° 37' 48"W
Curve (12)
BC N 10,701,079.21 E 1,766,327.99 15+49.84
CTR N 10,701,609.23 E 1,766,629.45
PI N 10,701,170.04 E 1,766,168.29

Direction Back N60° 22' 12"W
Radius 609.75'
Delta 33°32'(RT)
Length 356.89'
Tangent 183.72'
Chord Direction N43° 36' 07"W Distance 351.82'
Direction Ahead N26° 50' 02"W

EC N 10,701,333.98 E 1,766,085.35 19+06.73
Curve (12)

Line (13)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 51' 17"W 373.80'
N 10,701,667.47 E 1,765,916.50 22+80.53
Line (13)

Line (14)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 52' 18"W 6.20'
N 10,701,673.00 E 1,765,913.70 22+86.73
Line (14)

Line (15)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 50' 02"W 241.21'
N 10,701,888.24 E 1,765,804.81 25+27.94
Line (15)

Line (16)
Non-Tangent Radial Bearing S63° 09' 58"W
N22° 51' 11"W 200.08'
N 10,702,072.61 E 1,765,727.11 27+28.02
Line (16)

Line (17)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 50' 02"W 398.67'
N 10,702,428.35 E 1,765,547.14 31+26.70
Line (17)

Line (18)
Non-Tangent Radial Bearing S63° 09' 58"W
N31° 44' 57"W 130.24'
N 10,702,539.11 E 1,765,478.61 32+56.94
Line (18)

Line (19)
Non-Tangent Radial Bearing S63° 09' 58"W
N29° 41' 47"W 9.93'
N 10,702,547.73 E 1,765,473.69 32+66.87
Line (19)

Line (20)
Non-Tangent Radial Bearing S63° 09' 58"W
N58° 32' 27"E 1.00'
N 10,702,548.26 E 1,765,474.54 32+67.87
Line (20)

Line (21)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 50' 02"W 7.00'
N 10,702,554.50 E 1,765,471.38 32+74.87
Line (21)

Line (22)
Non-Tangent Radial Bearing S63° 09' 58"W
N4° 19' 30"E 94.04'
N 10,702,648.28 E 1,765,478.47 33+68.91
Line (22)

Line (23)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 50' 02"W 34.97'
N 10,702,679.49 E 1,765,462.69 34+03.89
Line (23)

Line (24)
Non-Tangent Radial Bearing S63° 09' 58"W
N53° 42' 40"W 95.15'
N 10,702,735.80 E 1,765,385.99 34+99.04
Line (24)

Line (25)
Non-Tangent Radial Bearing S63° 09' 58"W
N27° 24' 22"W 6.04'
N 10,702,741.16 E 1,765,383.21 35+05.08
Line (25)

Non-Tangent Radial Bearing N62° 21' 22"E
Curve (26)
BC N 10,702,741.16 E 1,765,383.21 35+05.08
CTR N 10,702,427.34 E 1,764,784.04
PI N 10,702,782.19 E 1,765,361.72

Direction Back N27° 38' 38"W
Radius 676.38'
Delta 7°50'(LT)
Length 92.48'
Tangent 46.31'
Chord Direction N31° 33' 40"W Distance 92.41'
Direction Ahead N35° 28' 42"W

EC N 10,702,819.91 E 1,765,334.84 35+97.56
Curve (26)

Line (27)
Non-Tangent Radial Bearing N54° 31' 18"E
N49° 24' 19"W 25.32'
N 10,702,836.38 E 1,765,315.61 36+22.88
Line (27)

Line (28)
Non-Tangent Radial Bearing N54° 31' 18"E
N50° 31' 38"W 3.84'
N 10,702,838.83 E 1,765,312.65 36+26.73
Line (28)

Non-Tangent Radial Bearing N52° 04' 04"E
Curve (29)
BC N 10,702,838.83 E 1,765,312.65 36+26.73
CTR N 10,702,424.90 E 1,764,781.56
PI N 10,703,014.67 E 1,765,175.60

Direction Back N37° 55' 56"W
Radius 673.34'
Delta 36°38'(LT)
Length 430.59'
Tangent 222.95'
Chord Direction N56° 15' 08"W Distance 423.29'
Direction Ahead N74° 34' 20"W

EC N 10,703,073.98 E 1,764,960.68 40+57.32
Curve (29)

Line (30)
Non-Tangent Radial Bearing N15° 25' 40"E
N71° 02' 38"W 88.23'
N 10,703,102.64 E 1,764,877.24 41+45.55
Line (30)

Line (31)
Non-Tangent Radial Bearing N15° 25' 40"E
N74° 37' 05"W 49.59'
N 10,703,115.80 E 1,764,829.42 41+95.14
Line (31)

Line (32)
Non-Tangent Radial Bearing N15° 25' 40"E
N74° 37' 05"W 308.27'
N 10,703,197.57 E 1,764,532.19 45+03.41
Line (32)

Line (33)
Non-Tangent Radial Bearing N15° 25' 40"E
N72° 44' 00"W 104.39'
N 10,703,228.55 E 1,764,432.51 46+07.80
Line (33)

Curve (34)
BC N 10,703,228.55 E 1,764,432.51 46+07.80
CTR N 10,703,247.65 E 1,764,438.45
PI N 10,703,231.85 E 1,764,421.89

Direction Back N72° 44' 00"W
Radius 20.00'
Delta 58°09'(RT)
Length 20.30'
Tangent 11.12'
Chord Direction N43° 39' 29"W Distance 19.44'
Direction Ahead N14° 34' 57"W

EC N 10,703,242.61 E 1,764,419.09 46+28.10
Curve (34)

Line (35)
Non-Tangent Radial Bearing S75° 25' 03"W
N14° 36' 02"W 10.54'
N 10,703,252.81 E 1,764,416.43 46+38.64
Line (35)

Line (36)
Non-Tangent Radial Bearing S75° 25' 03"W
N14° 36' 02"W 11.49'
N 10,703,263.93 E 1,764,413.54 46+50.13
Line (36)

Line (37)
Non-Tangent Radial Bearing S75° 25' 03"W
N14° 36' 02"W 11.20'
N 10,703,274.77 E 1,764,410.72 46+61.33
Line (37)

N 10,703,274.77 E 1,764,410.72 46+61.33
End C-ALGN - WEST TOP

****

Alignment Length: 4,661.33'

****

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-110-9728.dwg LAYOUT NAME: C-110 PRINTED: Monday, May 24, 2021 - 4:23pm USER: RSkinner

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PROJECT STAKING CONTROL PLAN
SHEET 9 OF 10

C-110

****

Alignment Name: C-ALGN - WEST TOP - BACK
Station Range: Start: 0+00.00, End: 46+39.35
Description:

****

Begin C-ALGN - WEST TOP - BACK
N 10,700,000.51 E 1,766,896.81 0+00.00

Curve (1)
BC N 10,700,000.51 E 1,766,896.81 0+00.00
CTR N 10,700,114.17 E 1,767,084.72
PI N 10,700,128.31 E 1,766,819.50

Direction Back N31° 10' 07"W
Radius 219.61'
Delta 68°27'(RT)
Length 262.33'
Tangent 149.37'
Chord Direction N3° 03' 10"E Distance 247.01'
Direction Ahead N37° 16' 27"E

EC N 10,700,247.17 E 1,766,909.96 2+62.33
Curve (1)

Reversing Curve

Non-Tangent Radial Bearing S50° 48' 45"E
Curve (2)
BC N 10,700,247.17 E 1,766,909.96 2+62.33
CTR N 10,700,552.64 E 1,766,535.24
PI N 10,700,373.22 E 1,767,012.72

Direction Back N39° 11' 15"E
Radius 483.46'
Delta 37°11'(LT)
Length 313.76'
Tangent 162.63'
Chord Direction N20° 35' 43"E Distance 308.28'
Direction Ahead N2° 00' 12"E

EC N 10,700,535.74 E 1,767,018.41 5+76.09
Curve (2)

Compound Curve

Non-Tangent Radial Bearing N88° 08' 48"E
Curve (3)
BC N 10,700,535.74 E 1,767,018.41 5+76.09
CTR N 10,700,520.94 E 1,766,561.02
PI N 10,700,766.44 E 1,767,010.94

Direction Back N1° 51' 12"W
Radius 457.63'
Delta 53°32'(LT)
Length 427.55'
Tangent 230.81'
Chord Direction N28° 37' 06"W Distance 412.17'
Direction Ahead N55° 23' 00"W

EC N 10,700,897.56 E 1,766,820.99 10+03.64
Curve (3)

Compound Curve

Non-Tangent Radial Bearing N29° 20' 25"E
Curve (4)
BC N 10,700,897.56 E 1,766,820.99 10+03.64
CTR N 10,700,508.24 E 1,766,602.16
PI N 10,700,906.65 E 1,766,804.82

Direction Back N60° 39' 35"W
Radius 446.60'
Delta 4°45'(LT)
Length 37.09'
Tangent 18.55'
Chord Direction N63° 02' 19"W Distance 37.07'
Direction Ahead N65° 25' 03"W

EC N 10,700,914.37 E 1,766,787.94 10+40.72
Curve (4)

Compound Curve

Non-Tangent Radial Bearing N30° 24' 36"E
Curve (5)
BC N 10,700,914.37 E 1,766,787.94 10+40.72
CTR N 10,700,499.29 E 1,766,544.32
PI N 10,700,968.57 E 1,766,695.59

Direction Back N59° 35' 24"W
Radius 481.29'
Delta 25°05'(LT)
Length 210.74'
Tangent 107.09'
Chord Direction N72° 08' 01"W Distance 209.06'
Direction Ahead N84° 40' 39"W

EC N 10,700,978.50 E 1,766,588.97 12+51.46
Curve (5)

Reversing Curve

Non-Tangent Radial Bearing S4° 26' 00"W
Curve (6)
BC N 10,700,978.50 E 1,766,588.97 12+51.46
CTR N 10,702,666.16 E 1,766,719.82
PI N 10,700,979.44 E 1,766,576.91

Direction Back N85° 34' 00"W
Radius 1,692.72'
Delta 0°49'(RT)
Length 24.19'
Tangent 12.10'
Chord Direction N85° 09' 26"W Distance 24.19'
Direction Ahead N84° 44' 52"W

EC N 10,700,980.55 E 1,766,564.86 12+75.65
Curve (6)

Compound Curve

Non-Tangent Radial Bearing S8° 07' 03"W
Curve (7)
BC N 10,700,980.55 E 1,766,564.86 12+75.65
CTR N 10,701,802.45 E 1,766,682.09
PI N 10,700,988.91 E 1,766,506.19

Direction Back N81° 52' 57"W
Radius 830.22'
Delta 8°10'(RT)
Length 118.32'
Tangent 59.26'
Chord Direction N77° 47' 58"W Distance 118.22'
Direction Ahead N73° 43' 00"W

EC N 10,701,005.53 E 1,766,449.31 13+93.98
Curve (7)

Line (8)
Non-Tangent Radial Bearing S16° 17' 00"W
N68° 51' 06"W 58.57'
N 10,701,026.66 E 1,766,394.68 14+52.55
Line (8)

Line (9)
Non-Tangent Radial Bearing S16° 17' 00"W
N67° 49' 33"W 23.09'
N 10,701,035.38 E 1,766,373.29 14+75.64
Line (9)

Line (10)
Non-Tangent Radial Bearing S16° 17' 00"W
N64° 23' 52"W 61.20'
N 10,701,061.83 E 1,766,318.10 15+36.85
Line (10)

Non-Tangent Radial Bearing S29° 37' 48"W
Curve (11)
BC N 10,701,061.83 E 1,766,318.10 15+36.85
CTR N 10,701,609.23 E 1,766,629.45
PI N 10,701,155.64 E 1,766,153.16

Direction Back N60° 22' 12"W
Radius 629.75'
Delta 33°32'(RT)
Length 368.60'
Tangent 189.75'
Chord Direction N43° 36' 07"W Distance 363.36'
Direction Ahead N26° 50' 02"W

EC N 10,701,324.95 E 1,766,067.51 19+05.45
Curve (11)

Line (12)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 51' 17"W 373.79'
N 10,701,658.43 E 1,765,898.66 22+79.24
Line (12)

Line (13)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 50' 06"W 248.11'
N 10,701,879.83 E 1,765,786.65 25+27.35
Line (13)

Line (14)
Non-Tangent Radial Bearing S63° 09' 58"W
N22° 51' 11"W 200.77'
N 10,702,064.84 E 1,765,708.68 27+28.13
Line (14)

Line (15)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 50' 27"W 397.28'
N 10,702,419.32 E 1,765,529.30 31+25.41
Line (15)

Line (16)
Non-Tangent Radial Bearing S63° 09' 58"W
N29° 59' 31"W 129.96'
N 10,702,531.88 E 1,765,464.33 32+55.37
Line (16)

Line (17)
Non-Tangent Radial Bearing S63° 09' 58"W
N23° 55' 48"W 10.00'
N 10,702,541.02 E 1,765,460.28 32+65.37
Line (17)

Line (18)
Non-Tangent Radial Bearing S63° 09' 58"W
N23° 55' 48"W 7.01'
N 10,702,547.43 E 1,765,457.43 32+72.38
Line (18)

Line (19)
Non-Tangent Radial Bearing S63° 09' 58"W
N31° 44' 57"W 10.05'
N 10,702,555.98 E 1,765,452.14 32+82.43
Line (19)

Line (20)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 11' 17"W 190.22'
N 10,702,726.67 E 1,765,368.19 34+72.66
Line (20)

Line (21)
Non-Tangent Radial Bearing S63° 09' 58"W
N26° 51' 50"W 6.13'
N 10,702,732.14 E 1,765,365.42 34+78.79
Line (21)

Non-Tangent Radial Bearing N62° 10' 48"E
Curve (22)
BC N 10,702,732.14 E 1,765,365.42 34+78.79
CTR N 10,702,416.35 E 1,764,766.99
PI N 10,702,770.77 E 1,765,345.04

Direction Back N27° 49' 12"W
Radius 676.64'
Delta 7°23'(LT)
Length 87.24'
Tangent 43.68'
Chord Direction N31° 30' 48"W Distance 87.17'
Direction Ahead N35° 12' 25"W

EC N 10,702,806.46 E 1,765,319.86 35+66.02
Curve (22)

Line (23)
Non-Tangent Radial Bearing N54° 47' 35"E
N49° 38' 58"W 26.06'
N 10,702,823.34 E 1,765,300.00 35+92.08
Line (23)

Line (24)
Non-Tangent Radial Bearing N54° 47' 35"E
N44° 20' 47"W 4.47'
N 10,702,826.53 E 1,765,296.87 35+96.55
Line (24)

Non-Tangent Radial Bearing N52° 04' 04"E
Curve (25)
BC N 10,702,826.53 E 1,765,296.87 35+96.55
CTR N 10,702,424.90 E 1,764,781.56
PI N 10,702,997.15 E 1,765,163.89

Direction Back N37° 55' 56"W
Radius 653.34'
Delta 36°38'(LT)
Length 417.80'
Tangent 216.32'
Chord Direction N56° 15' 08"W Distance 410.72'
Direction Ahead N74° 34' 20"W

EC N 10,703,054.70 E 1,764,955.36 40+14.36
Curve (25)

Line (26)
Non-Tangent Radial Bearing N15° 25' 40"E
N71° 02' 36"W 88.21'
N 10,703,083.36 E 1,764,871.93 41+02.57
Line (26)

Line (27)
Non-Tangent Radial Bearing N15° 25' 40"E
N74° 37' 05"W 357.86'
N 10,703,178.28 E 1,764,526.89 44+60.43
Line (27)

Line (28)
Non-Tangent Radial Bearing N15° 25' 40"E
N72° 44' 13"W 105.05'
N 10,703,209.46 E 1,764,426.58 45+65.48
Line (28)

Curve (29)
BC N 10,703,209.46 E 1,764,426.58 45+65.48
CTR N 10,703,247.65 E 1,764,438.45
PI N 10,703,216.05 E 1,764,405.34

Direction Back N72° 44' 13"W
Radius 40.00'
Delta 58°08'(RT)
Length 40.59'
Tangent 22.23'
Chord Direction N43° 40' 07"W Distance 38.87'
Direction Ahead N14° 36' 02"W

EC N 10,703,237.57 E 1,764,399.74 46+06.07
Curve (29)

Line (30)
N14° 36' 02"W 10.64'
N 10,703,247.87 E 1,764,397.05 46+16.71
Line (30)

Line (31)
N14° 36' 02"W 11.39'
N 10,703,258.89 E 1,764,394.18 46+28.10
Line (31)

Line (32)
N14° 36' 02"W 11.25'
N 10,703,269.78 E 1,764,391.35 46+39.35
Line (32)

N 10,703,269.78 E 1,764,391.35 46+39.35
End C-ALGN - WEST TOP - BACK

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-111-9728.dwg LAYOUT NAME: C-111 PRINTED: Monday, May 24, 2021 - 4:24pm USER: RSkinner

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MIDLAND DRAW WIDENING
FRONT STREET TO GOLF COURSE ROAD

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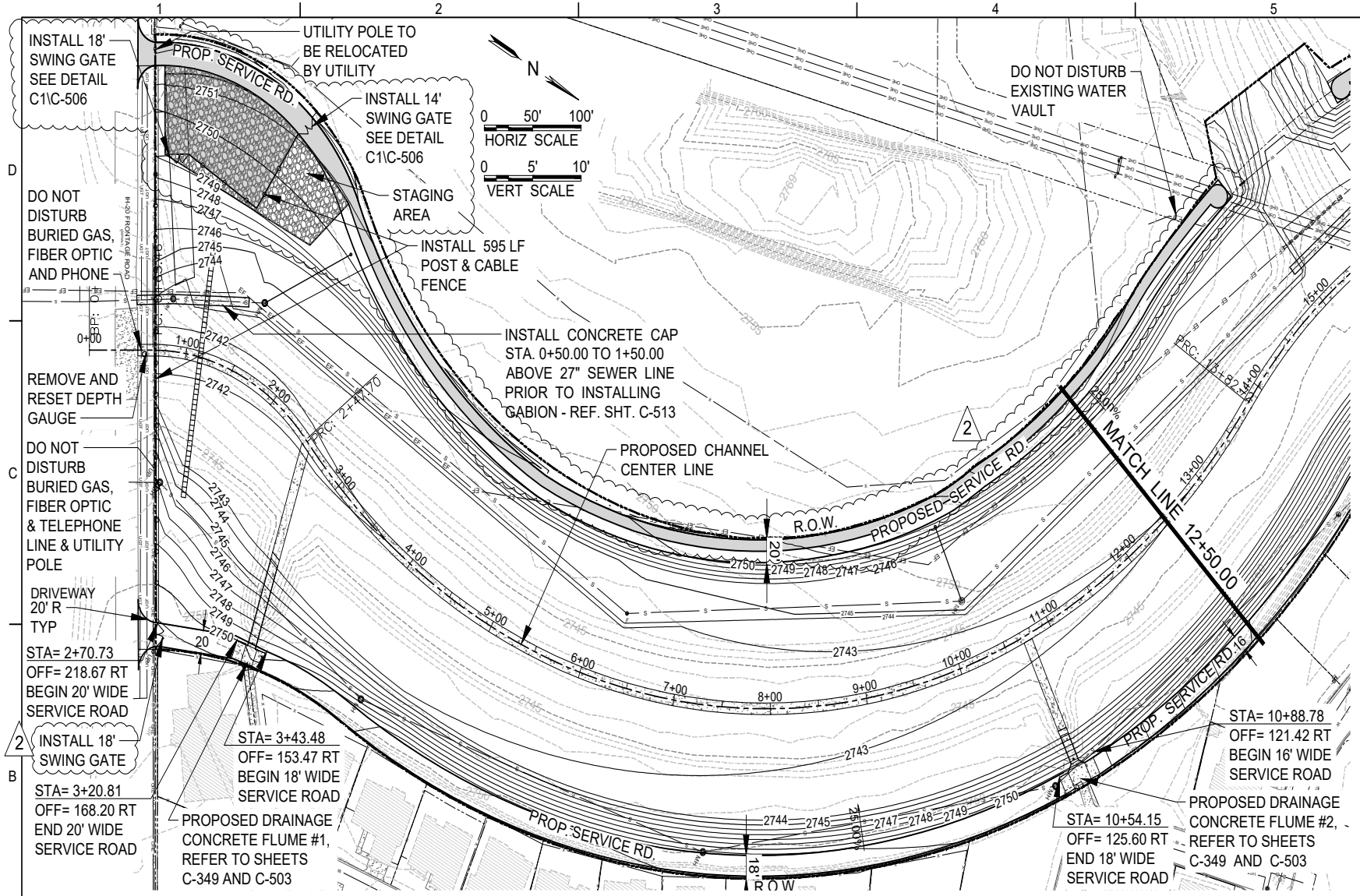
PROJECT NO.
01.9728.20

1 05/28/2021 BID SET
DATE DESCRIPTION

PROJECT STAKING CONTROL PLAN
SHEET 10 OF 10

C-111



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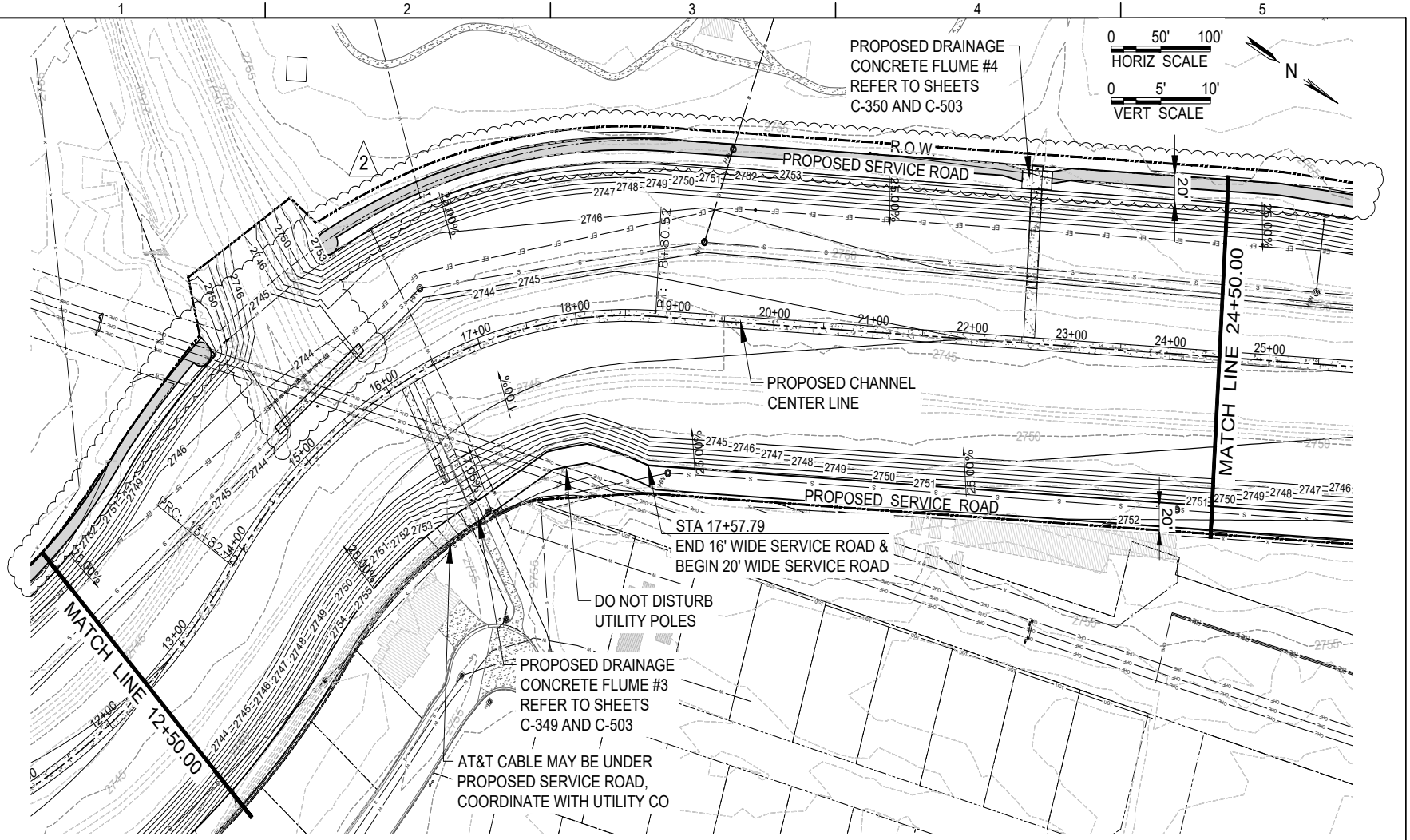
PROJECT NO.
01.9728.20

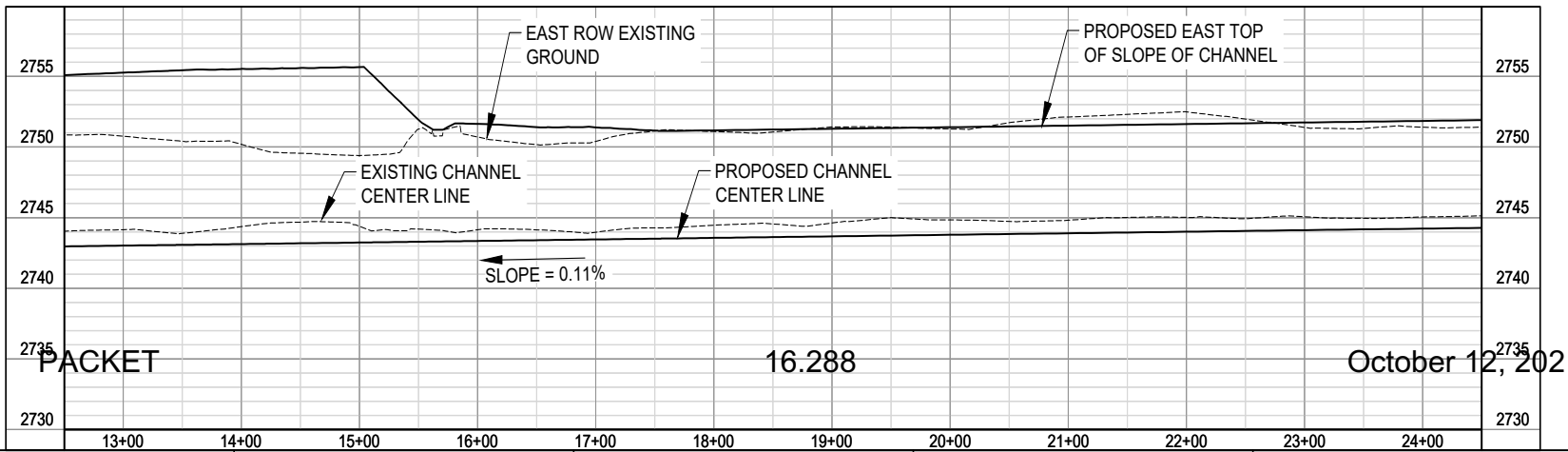
#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

EAST CHANNEL PLAN & PROFILE STA. 0+00.00 TO STA. 12+50.00

C-201

FILE NAME: A:\2022\9728.2\003_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-201-9728.dwg LAYOUT NAME: C-201 PRINTED: Friday, July 16, 2021 - 10:35pm USER: MMartinez





PACKET 16.288 October 12, 2021

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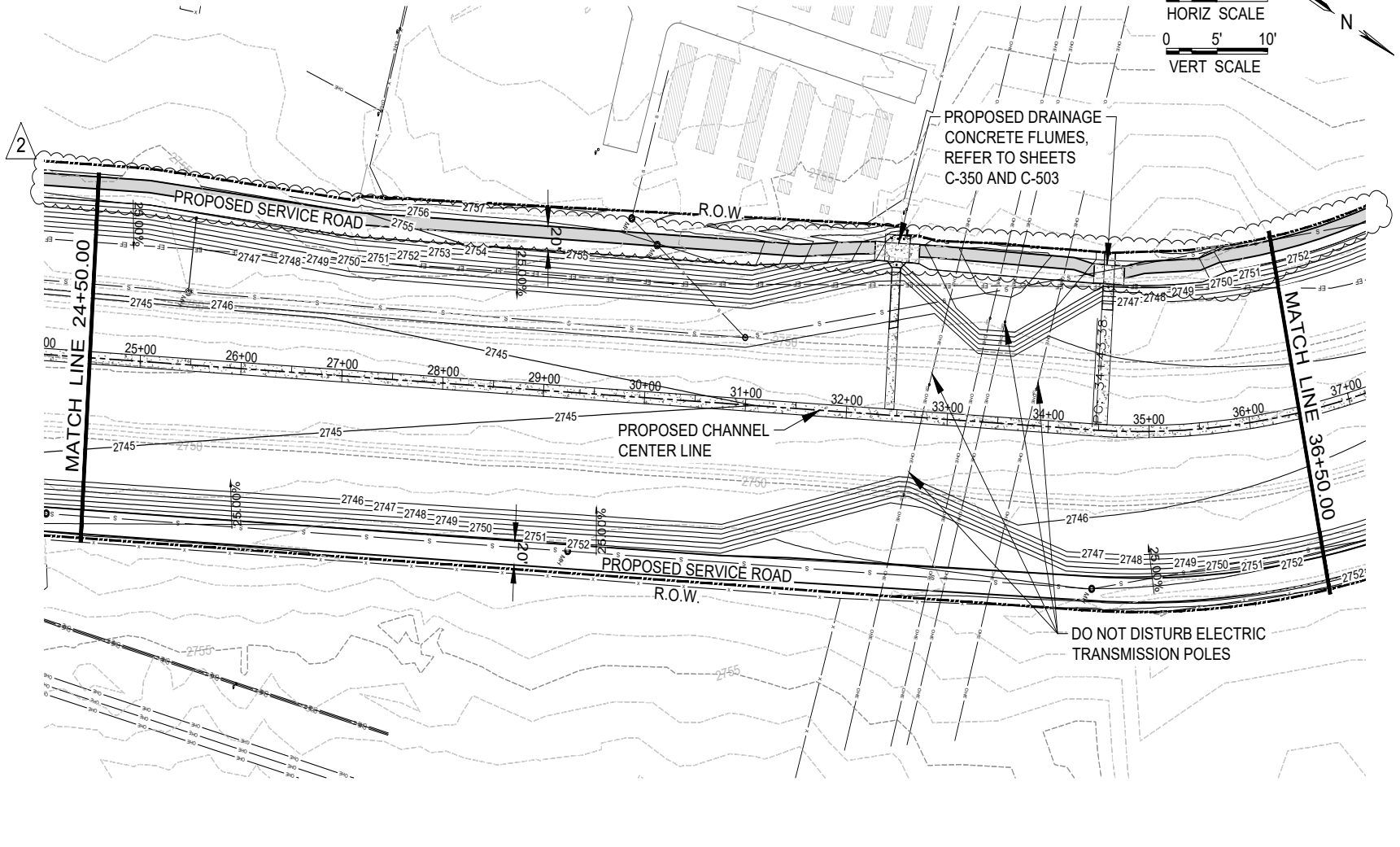
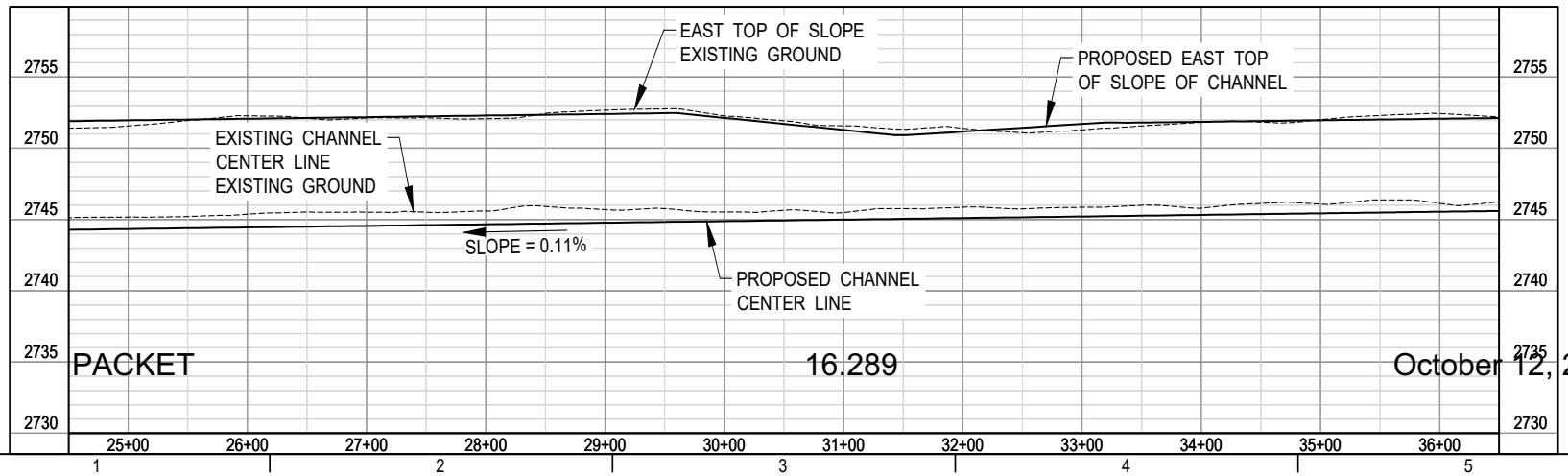
#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

EAST CHANNEL PLAN & PROFILE STA. 12+50.00 TO STA. 24+50.00

C-202

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-202-9728.dwg LAYOUT NAME: C-202 PRINTED: Friday, July 16, 2021 - 10:35pm USER: MMartinez





PACKET 16.289 October 12, 2021

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-203-9728.dwg LAYOUT NAME: C-203 PRINTED: Friday, July 16, 2021 - 10:49pm USER: MMartinez

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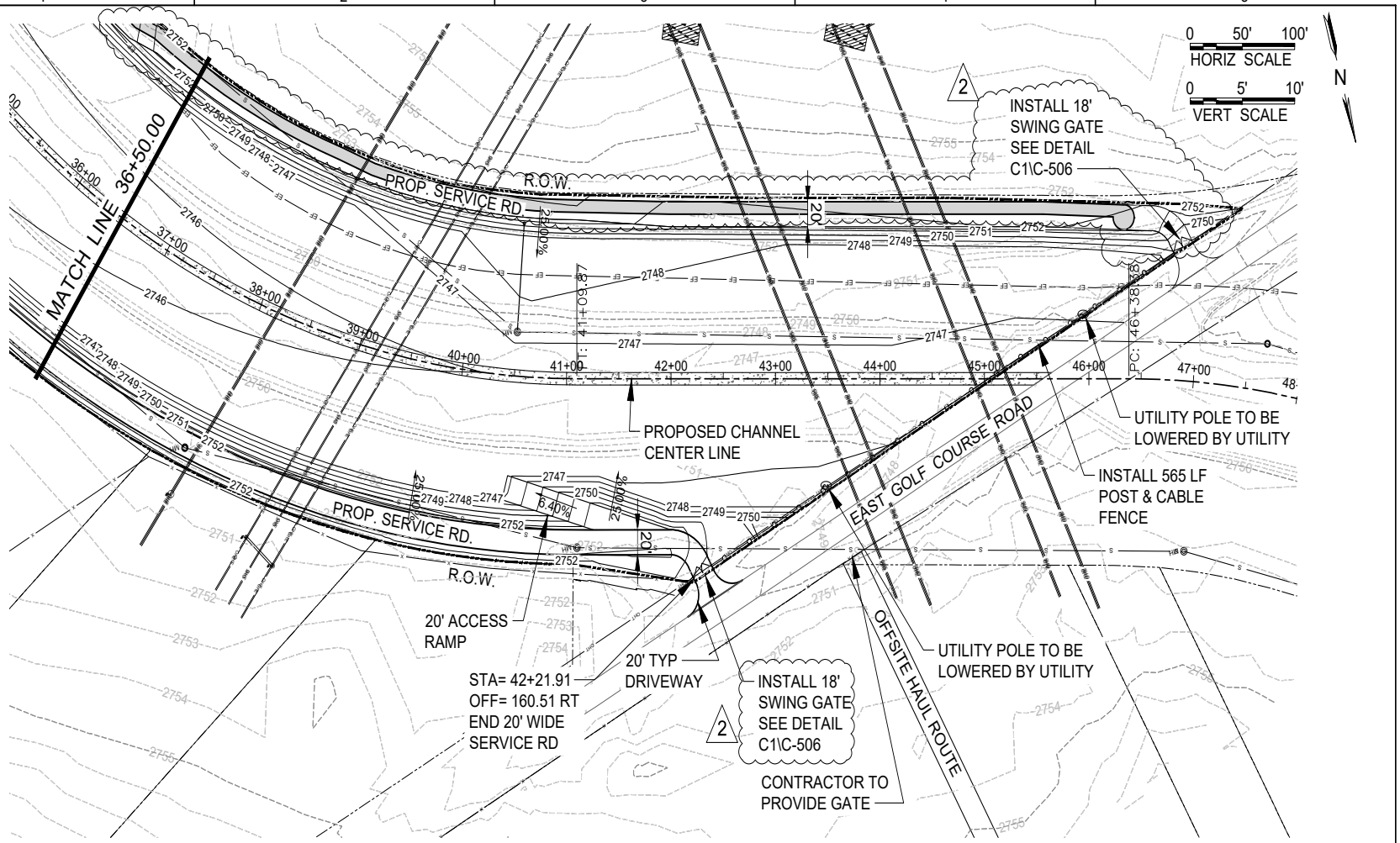
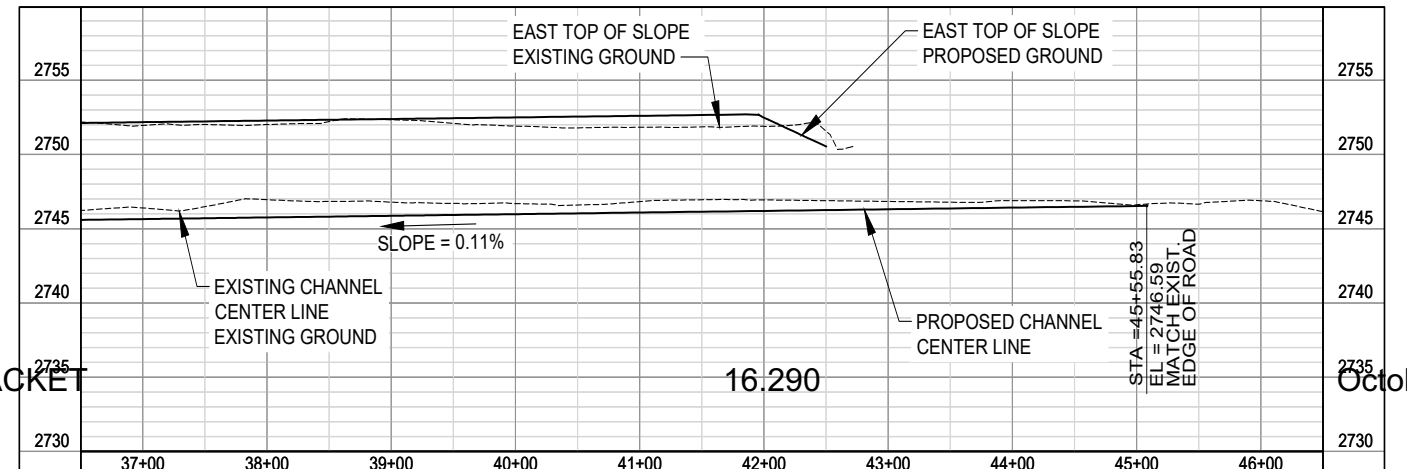
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

EAST CHANNEL PLAN & PROFILE STA. 25+50.00 TO STA. 36+50.00

C-203





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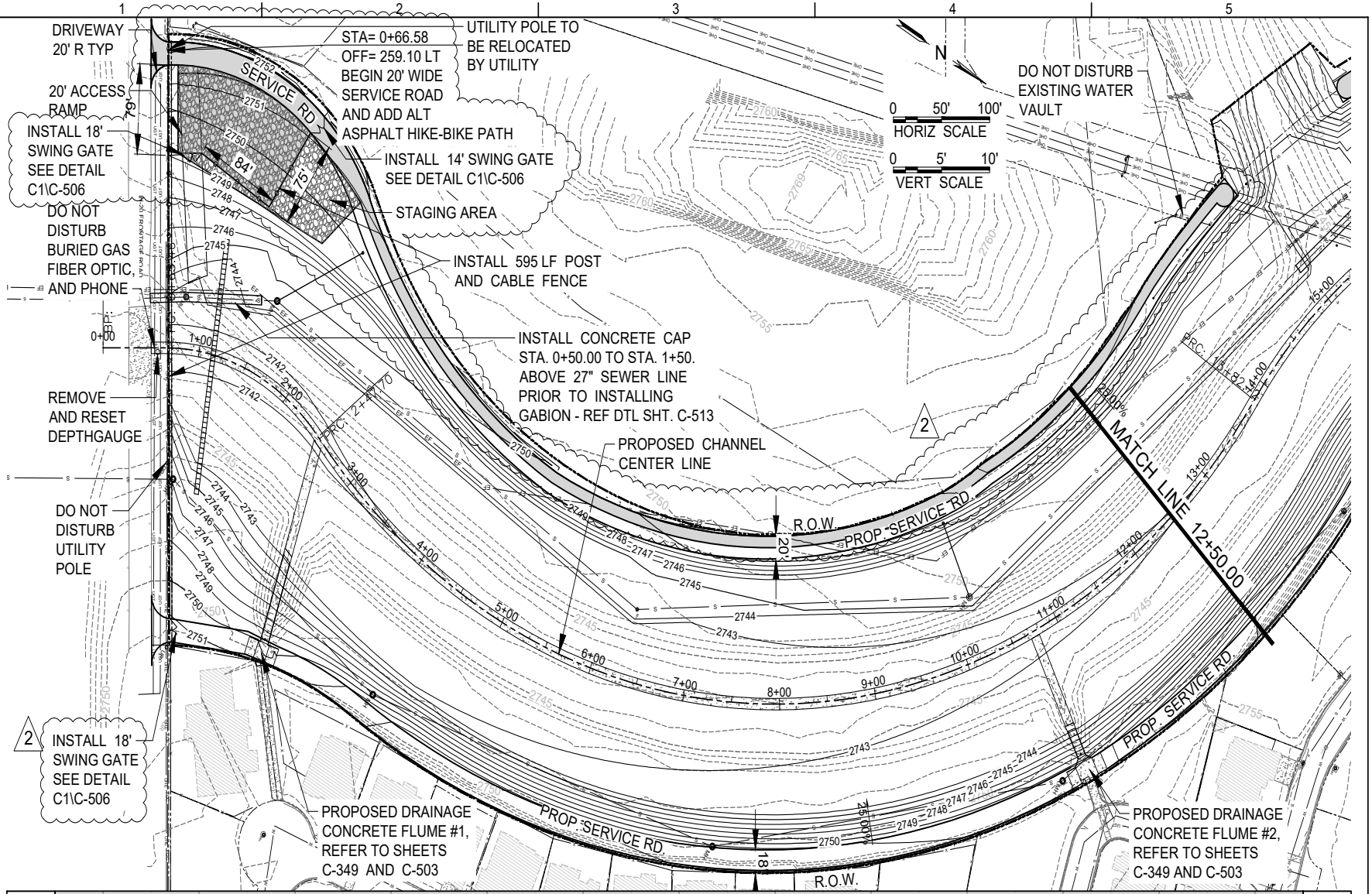
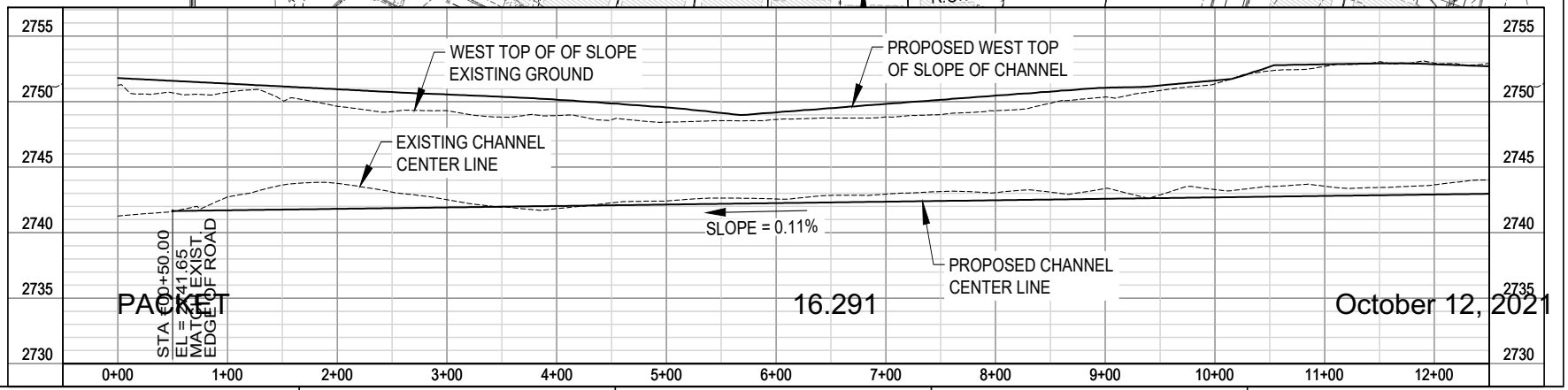
#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

EAST CHANNEL PLAN & PROFILE STA. 36+50.00 TO STA. 46+50.00

C-204

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-204-9728.dwg LAYOUT NAME: C-204 PRINTED: Friday, July 16, 2021 - 10:56pm USER: MMartinez





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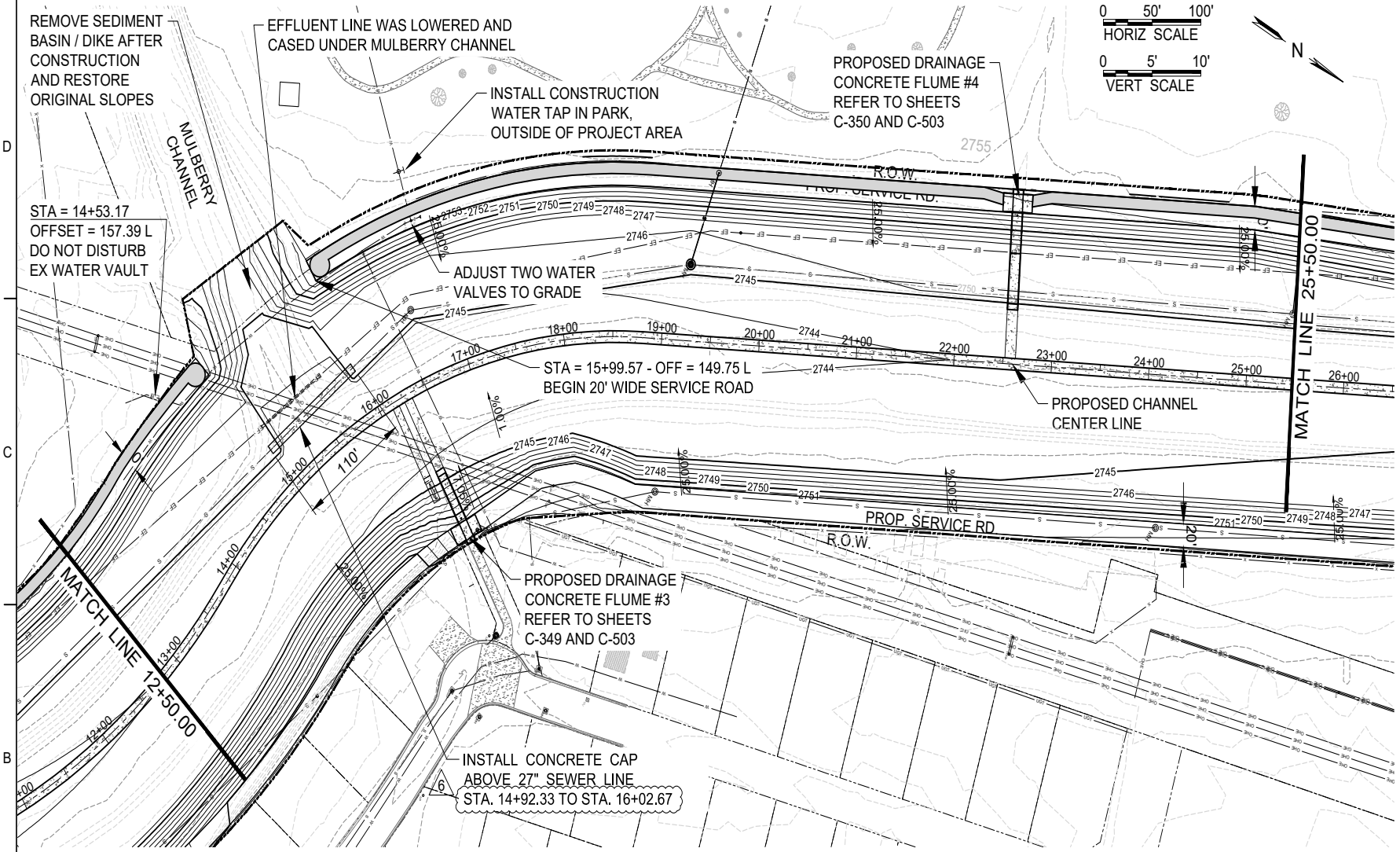
PROJECT NO.
01.9728.20

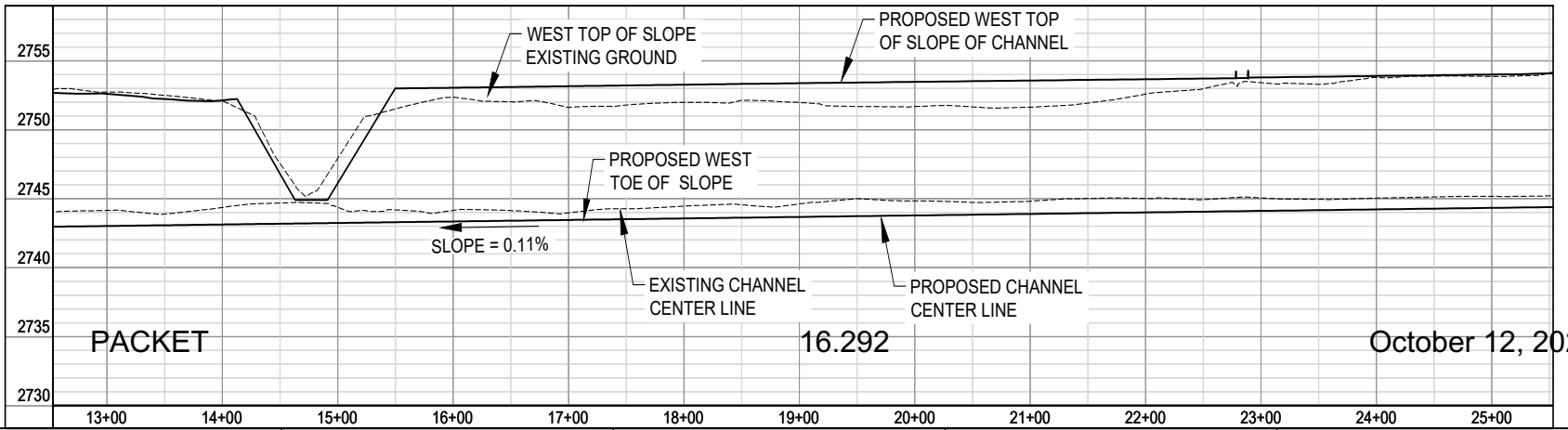
#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

WEST CHANNEL PLAN & PROFILE STA. 0+00.00 TO STA. 12+50.00

C-205

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-205-9728.dwg LAYOUT NAME: C-205 PRINTED: Friday, July 16, 2021 - 10:38pm USER: MMartinez





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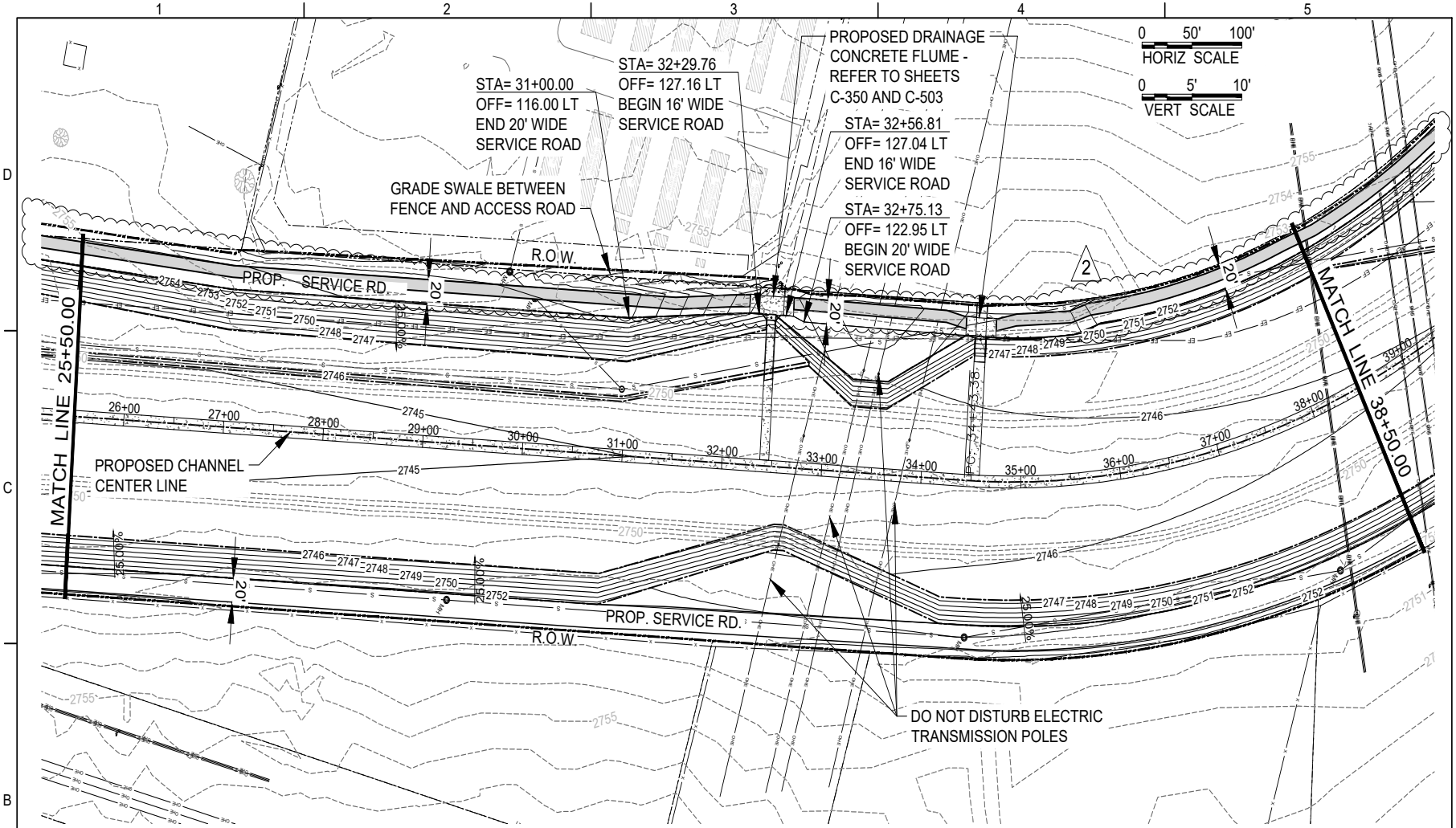
PROJECT NO.
01.9728.20

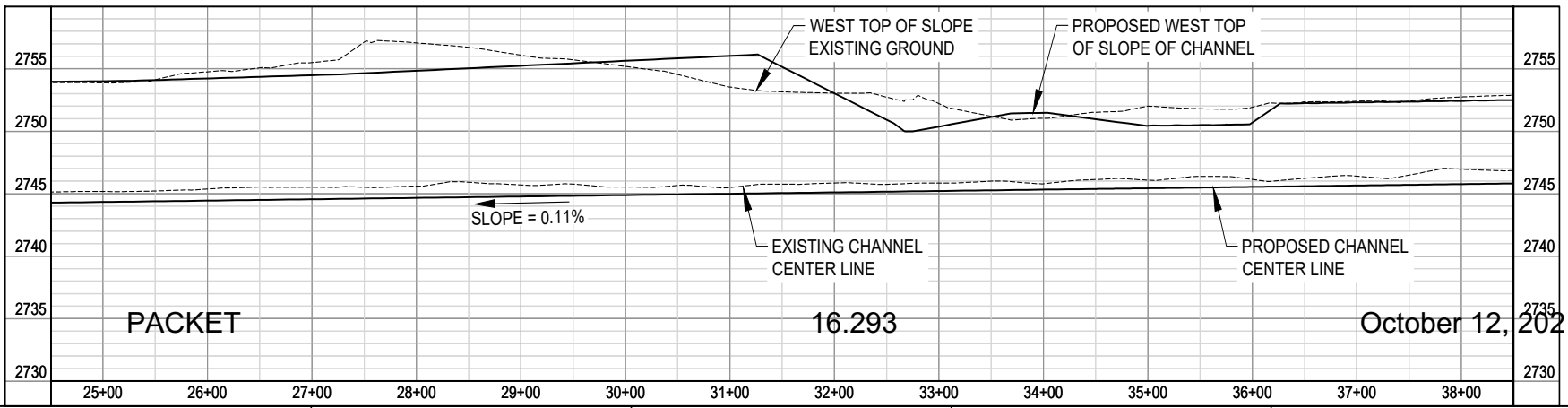
#	DATE	DESCRIPTION
6	09/17/2021	ADDENDUM #1
5	03/16/2021	BID SET
4	01/26/2021	95% SUBMITTAL
3	12/28/2020	PRE-FINAL SUBMITTAL
2	12/07/2020	60% SUBMITTAL
1	10/18/2020	30% SUBMITTAL

WEST CHANNEL PLAN & PROFILE STA. 12+50.00 TO STA. 25+50.00

C-206

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\C-206-9728.dwg LAYOUT NAME: C-206 PRINTED: Friday, September 17, 2021 - 10:53am USER: GEORGE-A





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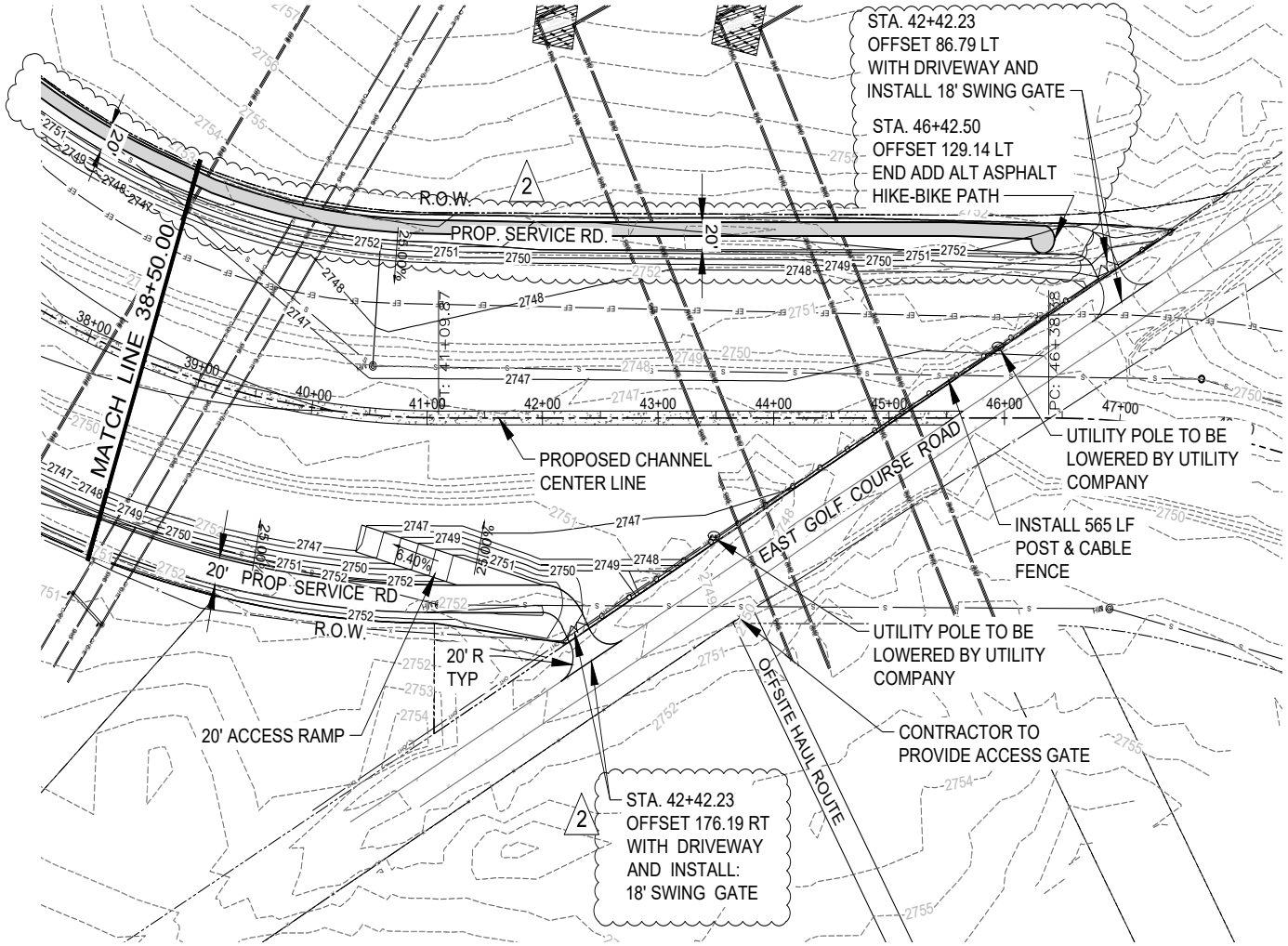
PROJECT NO.
01.9728.20

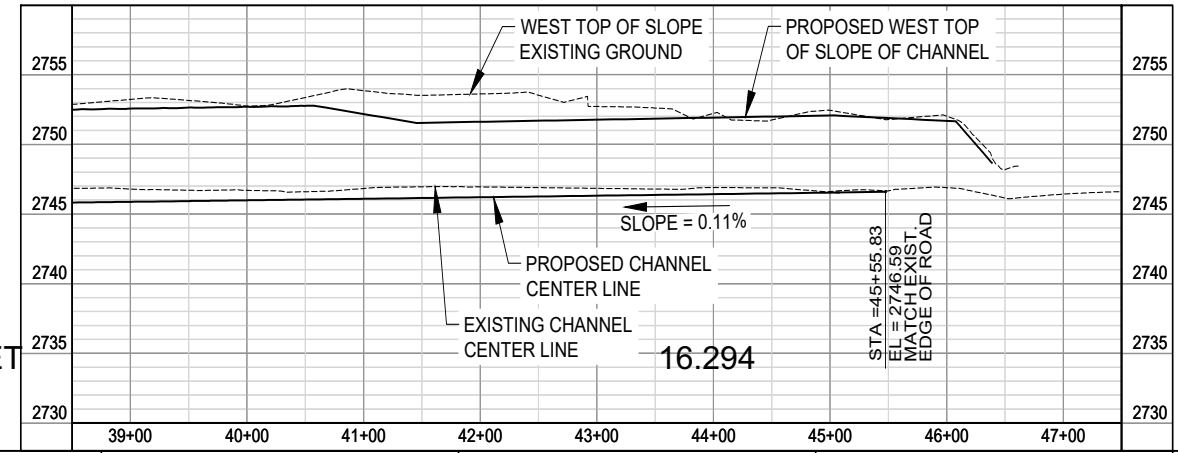
#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

WEST CHANNEL PLAN & PROFILE STA. 25+50.00 TO STA. 38+50.00

C-207

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\060_CIVIL\05_SHEETS\EARTHWORK SET\C-207-9728.dwg LAYOUT NAME: C-207 PRINTED: Saturday, July 17, 2021 - 1:15am USER: MMartinez





PACKET 16.294 October 12, 2021

N

0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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FRONT STREET TO GOLF COURSE ROAD

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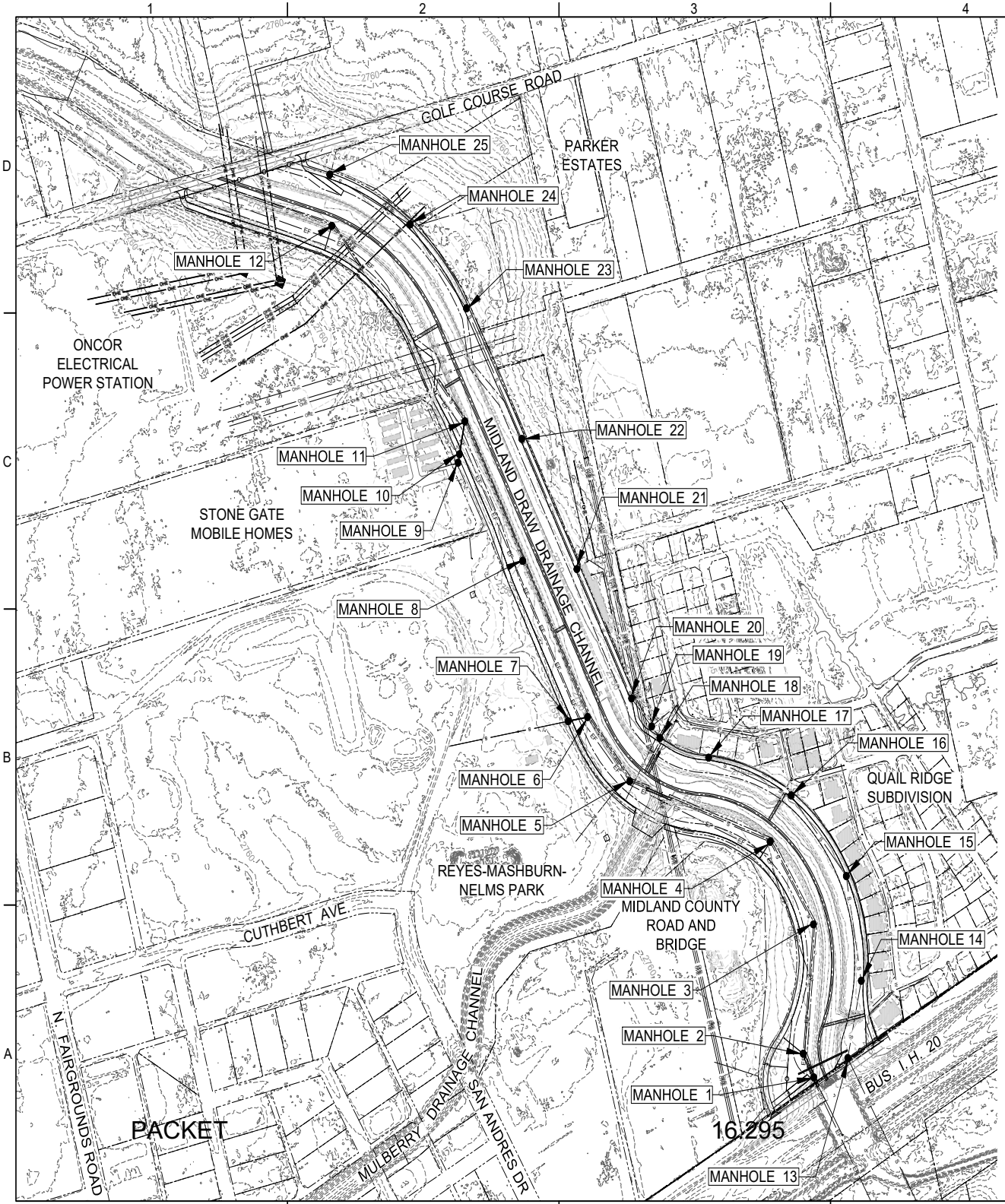
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

WEST CHANNEL PLAN & PROFILE STA. 38+50.00 TO STA. 47+50.00

C-208

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\060_CIVIL\05_SHEETS\EARTHWORK SET\C-208-9728.dwg LAYOUT NAME: C-208 PRINTED: Friday, July 16, 2021 - 10:34pm USER: MMartinez



LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- SS — EXISTING STORM SEWER LINE
- EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — EXISTING FENCE
- OHE — EXISTING OVERHEAD POWER LINES
- UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — EXISTING GAS LINE

NOTE:

SEE SHEET C-210 FOR TABLE OF MANHOLE ACTIONS.

October 14, 2021

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

MANHOLE ACTIONS SHEET 1 OF 2

C-209

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-209-9728.dwg LAYOUT NAME: C-209 PRINTED: Monday, May 24, 2021 - 4:58pm USER: RSkinner

MANHOLE INFORMATION

SEE SHEET C-201 FOR MANHOLE MAP

MH #	MATERIAL	NORTHING	EASTING	ACTIONS	NOTES	DIAM. FT.	PROP. RIM ELEV. FT.	PROP. VENT ELEV.[2] FT.	GIS FL[1] FT.
1	BRICK	10,700,123	1,767,082	2	NOT IN GIS OR SURVEY, FL INTERP	4-4.5	2744.54		2738.09
2	BRICK	10,700,210	1,767,036	2,5		4-4.5	2746.81	2753.60	2738.57
3	BRICK	10,700,669	1,767,079	2		4-4.5	2746.55		2738.11
4	BRICK	10,700,962	1,766,895	2,5	FL INTERPOLATED, GIS LOOKS OFF	4-4.5	2746.45	2754.20	2738.46
5	BRICK	10,701,176	1,766,300	2		4-4.5	2747.51		2739.09
6	BRICK	10,701,403	1,766,122	2		4-4.5	2747.65		2739.36
7	FRP	10,701,389	1,766,040	4,8	NEW MH INSTALLED IN UTILITY CONTRACT	4	2753.76		N/A
8	BRICK	10,701,958	1,765,848	2,5		4-4.5	2748.55	2755.40	2740.51
9	FRP	10,702,303	1,765,568	3,8	BARREL LOWERED IN UTILITY CONTRACT	4	2756.46		2744.95
10	FRP	10,702,338	1,765,580	4,8	NEW MH INSTALLED IN UTILITY CONTRACT	4	2755.97		N/A
11	BRICK	10,702,454	1,765,602	2		4-4.5	2748.51		2740.59
12	BRICK	10,703,147	1,765,039	2,5		4-4.5	2748.9	2756.50	2741.53
13	CONCRETE	10,700,195	1,767,234	1,6		5	2746.80		2736.64
14	CONCRETE	10,700,469	1,767,282	1,7		5	2749.43		2736.94
15	CONCRETE	10,700,841	1,767,218	1,7		5	2751.32		2737.02
16	CONCRETE	10,701,126	1,766,984	1,7		5	2750.43		2737.27
17	CONCRETE	10,701,260	1,766,635	4,8	NEW MH INSTALLED IN UTILITY CONTRACT	5	2755.47		2737.58
18	CONCRETE	10,701,330	1,766,429	1,7		5	2751.84		2737.70
19	FRP	10,701,371	1,766,394		2008, FL INTERPOLATED, NOT IN GIS	5	2751.42		2737.75
20	CONCRETE	10,701,470	1,766,309	1		5	2751.47		2737.86
21	CONCRETE	10,701,930	1,766,077	1		5	2751.94		2738.15
22	CONCRETE	10,702,390	1,765,843	1,6		5	2752.44		2738.47
23	CONCRETE	10,702,854	1,765,610	1,7		5	2752.01		2739.14
24	CONCRETE	10,703,151	1,765,371	1,7		5	2752.46		2739.01
25	CONCRETE	10,703,328	1,765,030	1,7		5	2752.90		2739.36

SHADE = FLOWLINE COMPUTED BY INTERPOLATION FROM ADJACENT MANHOLES.

UNDERLINE = NORTHING, EASTING, FLOWLINE INFORMATION FROM PLANS. RIM ABOVE GROUND, ESTIMATED FROM PHOTOS.

ITALIC = NOT FOUND OR SURVEYED. RIM ESTIMATED FROM NEAREST EXISTING GROUND POINTS.

N/A = INFORMATION NOT AVAILABLE BECAUSE NOT FOUND IN GIS OR SURVEY, OR BECAUSE MANHOLE IS PROPOSED.

1 AVERAGE DIFFERENTIAL BETWEEN GIS RIM AND SURVEY RIM = + 0.99'. THIS WAS USED TO ADJUST GIS FLOWLINES.

2 REMOTE VENT ELEVATION IS THE BOTTOM OF THE VENT PIPE, SET ONE FOOT ABOVE PROPOSED 100-YEAR FLOODPLAIN ELEVATION.

MANHOLE ACTIONS DESCRIPTIONS

1. STRUCTURAL LINING REHAB, FOR EXISTING CONCRETE MANHOLES BY UTILITY CONTRACTOR.
2. FOR EXISTING BRICK MANHOLES: STRUCTURAL LINING REHAB OF BOTTOM PORTION OF MANHOLE, SETTING NEW RIM 2 FEET ABOVE FINISHED GRADE, AND WATERTIGHT LID BY UTILITY CONTRACTOR.
3. CUT OFF FRP MANHOLE IN BARREL BY UTILITY CONTRACTOR.
4. NEW FRP MANHOLE BY UTILITY CONTRACTOR.
5. UTILITY CONTRACTOR TO INSTALL REMOTE VENT PIPE OUT TO PROPOSED BANK FOR BRICK MANHOLE.
6. ASSUME THERE ARE INSUFFICIENT ADJUSTMENT RINGS PRESENT TO LOWER EXISTING FRAME & COVER TO PROPOSED RIM ELEVATION. UTILITY CONTRACTOR TO CUT CONE AND PROVIDE A NEW TOP.
7. MANHOLE ADJUSTMENT UPWARD BY EARTHWORK CONTRACTOR.
8. UTILITY CONTRACTOR TO SET TOP OF CONE 12" BELOW PROPOSED RIM, AND PROVIDE FRAME & COVER TO EARTHWORK CONTRACTOR FOR FINAL ADJUSTMENT, USING DETAIL 316 ON SHEET C - 507.

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-210-9728.dwg LAYOUT NAME: C-210 PRINTED: Thursday, May 27, 2021 - 11:28am USER: RSkinner

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PROJECT NO.
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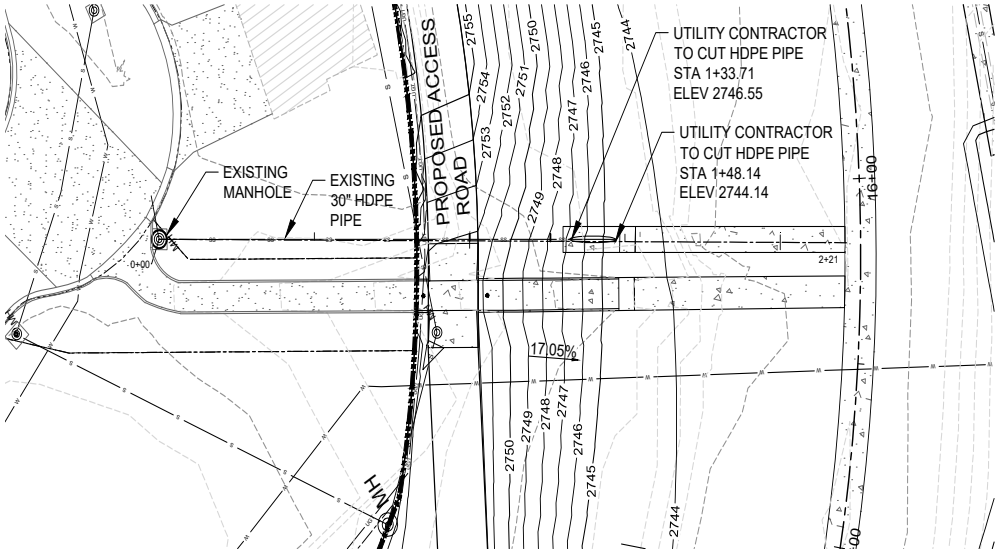
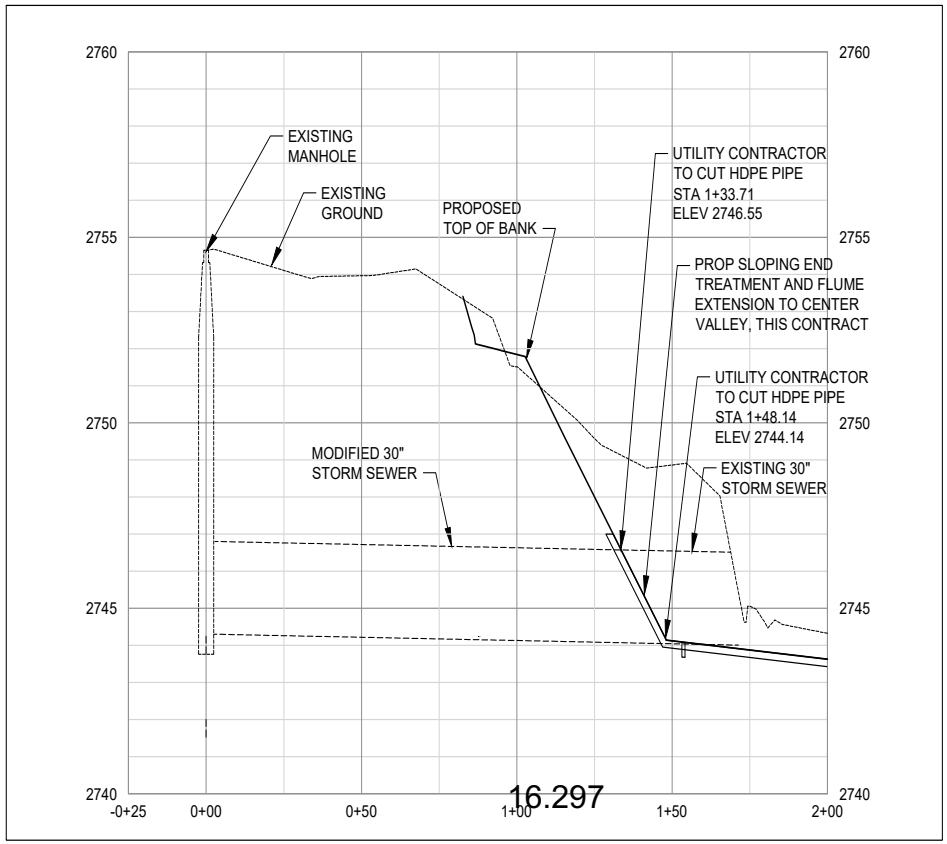
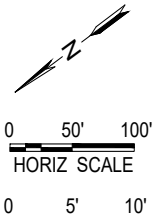
1 05/28/2021 BID SET
DATE DESCRIPTION

MANHOLE ACTIONS SHEET 2 OF 2

C-210







PACKET

16.297

October 12, 2021

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

STORM SEWER ADJUSTMENTS

C-211

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-211-9728.dwg LAYOUT NAME: C-211 PRINTED: Monday, May 24, 2021 - 5:09pm USER: RSkinner

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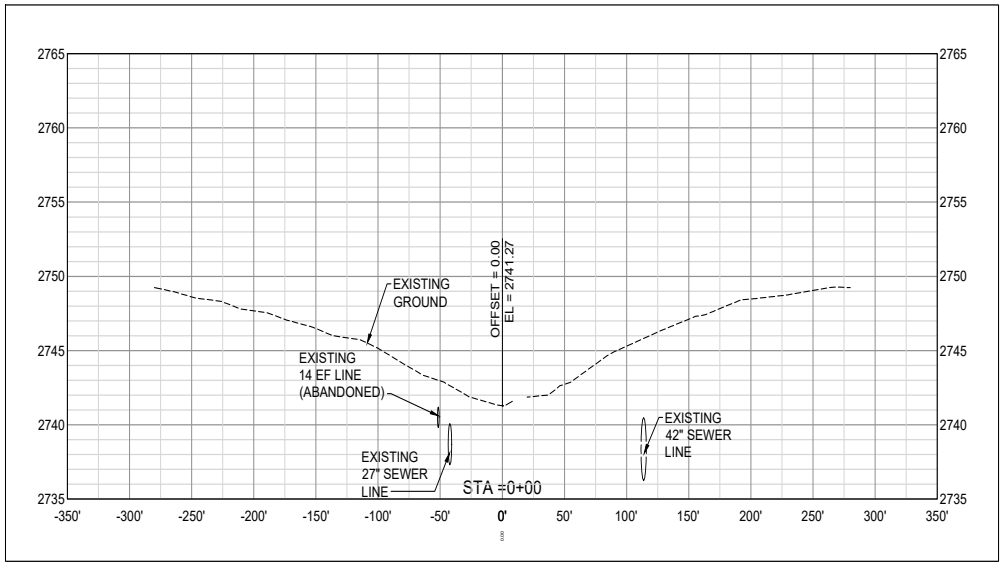
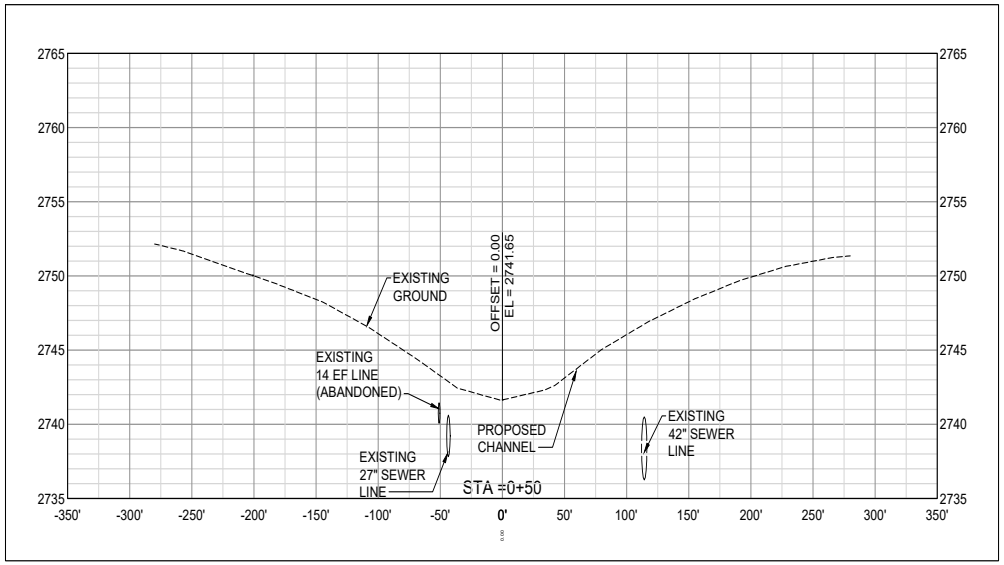
HORIZ SCALE

0 5' 10'
VERT SCALE





PACKET

16.298

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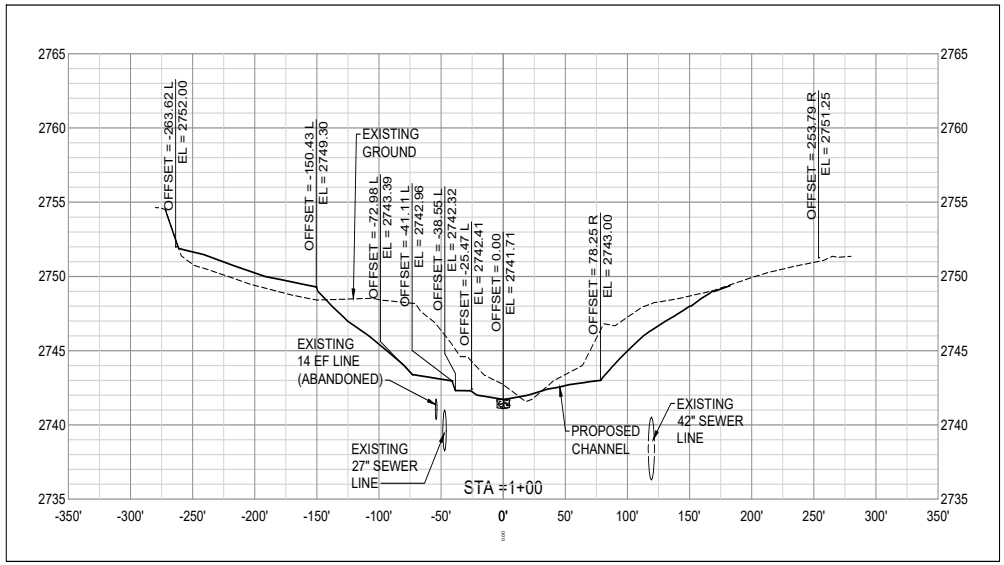
PROJECT NO.
01.9728.20

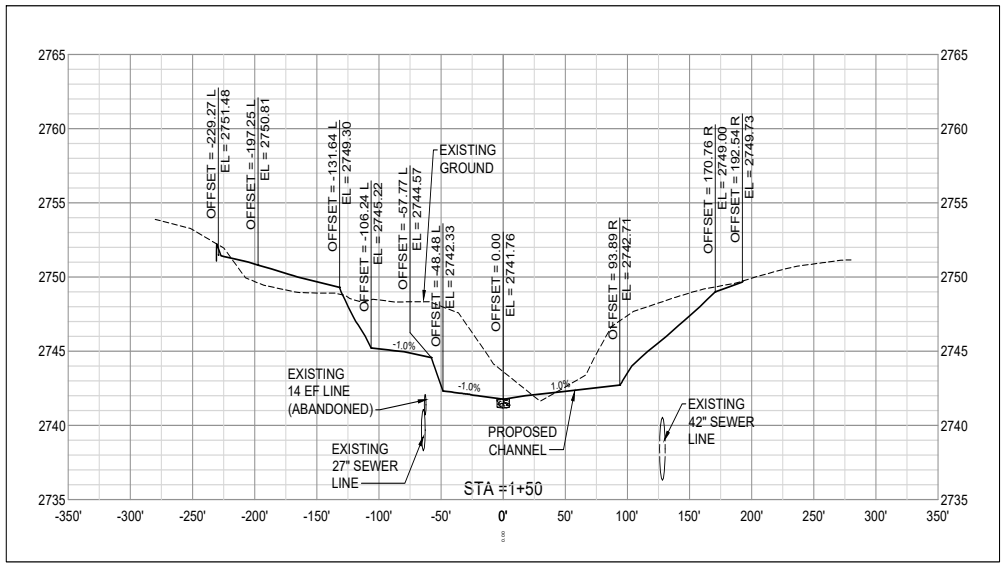
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 0+00
STA. 0+50

C-300

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-300-9728.dwg LAYOUT NAME: C-300 PRINTED: Monday, May 24, 2021 - 5:15pm USER: RSkinner





HORIZ SCALE
0 50' 100'

VERT SCALE
0 5' 10'

PACKET 16.299 October 12, 2021

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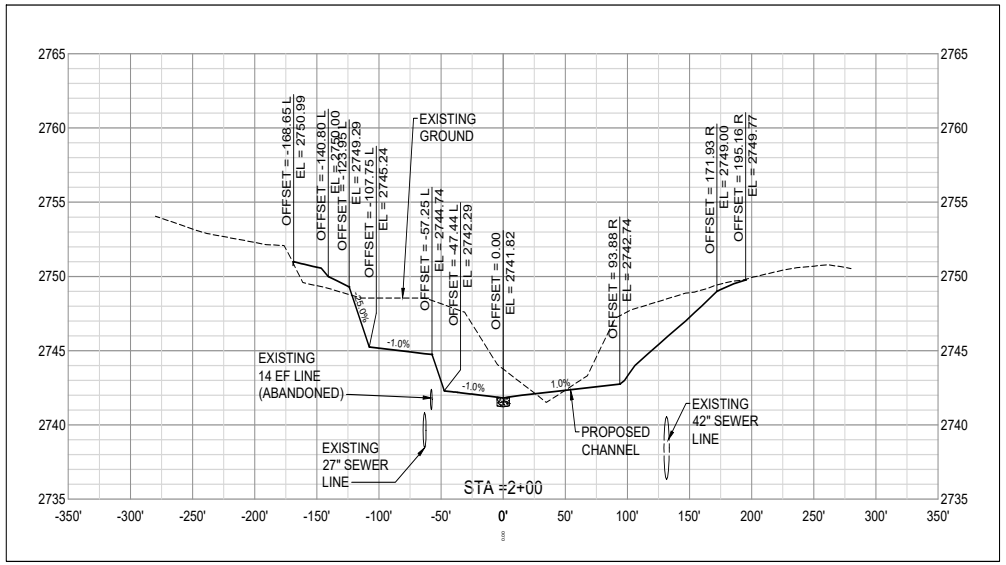
PROJECT NO.
01.9728.20

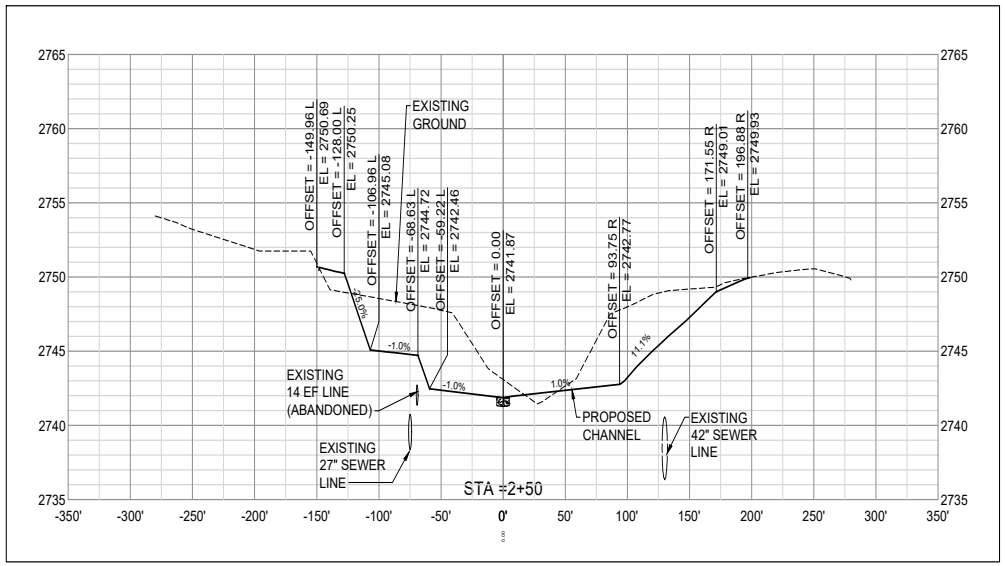
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 1+00
STA. 1+50

C-301

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-301-9728.dwg LAYOUT NAME: C-301 PRINTED: Tuesday, May 25, 2021 - 8:06am USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 2+00
STA. 2+50

C-302

PACKET 16.300 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-302-9728.dwg LAYOUT NAME: C-302 PRINTED: Tuesday, May 25, 2021 - 8:02am USER: RSkinner

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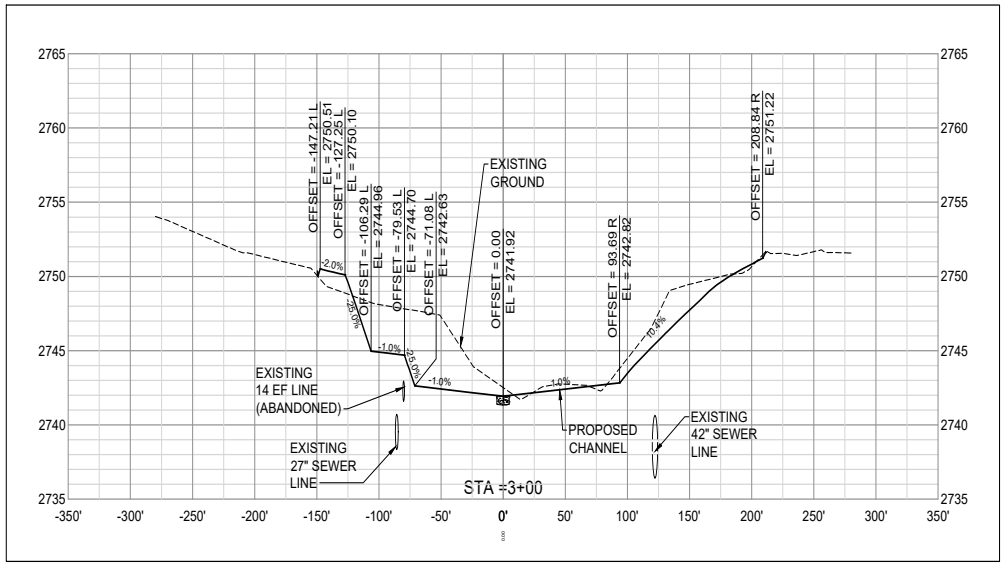
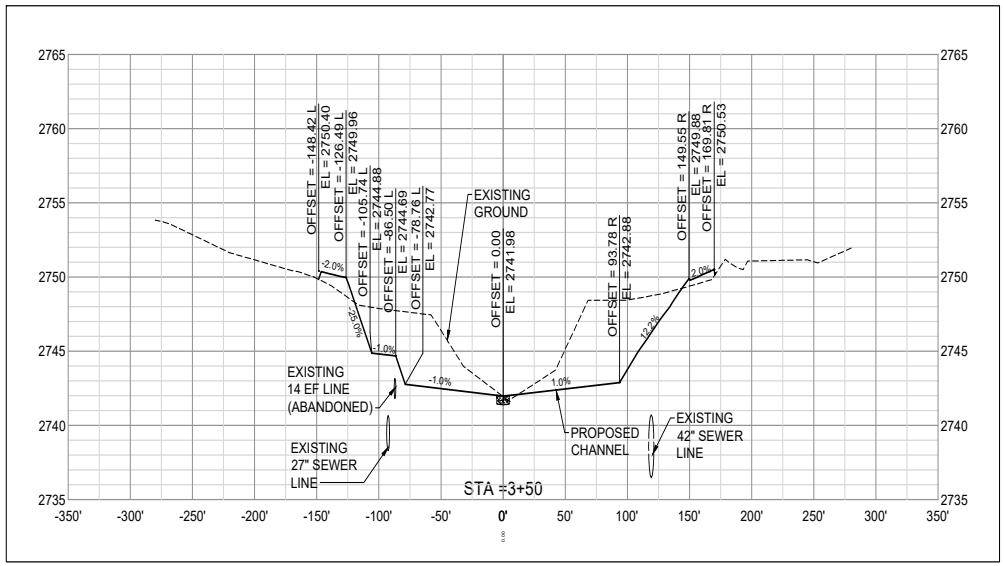
0 5' 10'
VERT SCALE





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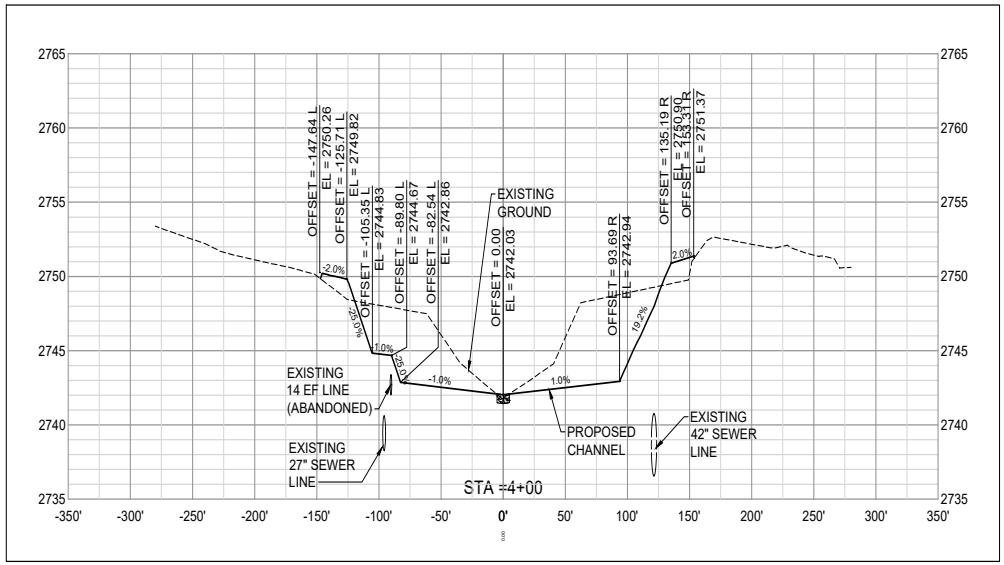
01.9728.20

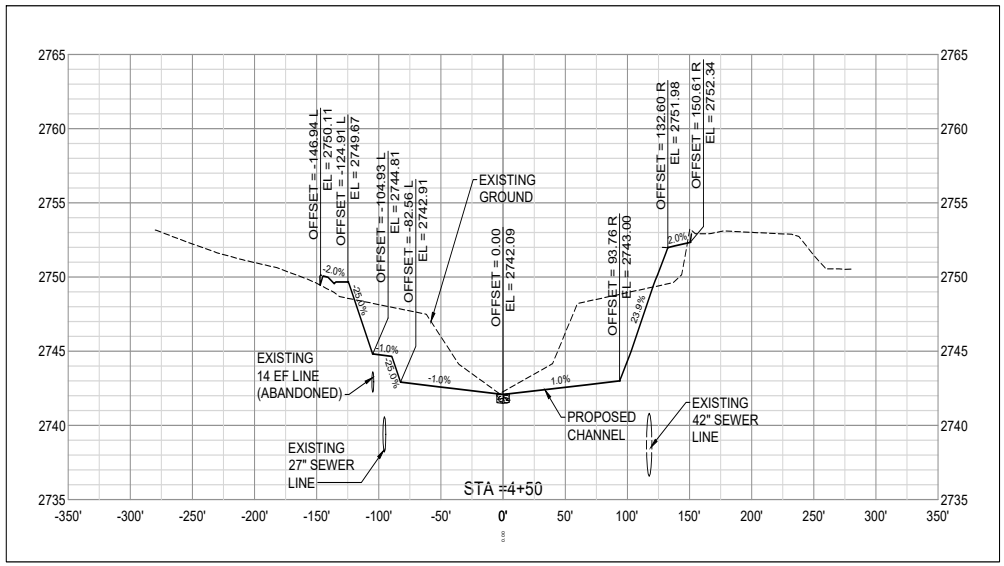
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 3+00
STA. 3+50

C-303

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-303-9728.dwg LAYOUT NAME: C-303 PRINTED: Tuesday, May 25, 2021 - 8:12am USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 4+00
STA. 4+50

C-304

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-304-9728 NEW.dwg LAYOUT NAME: C-304 PRINTED: Tuesday, May 25, 2021 - 3:21pm USER: RSkinner

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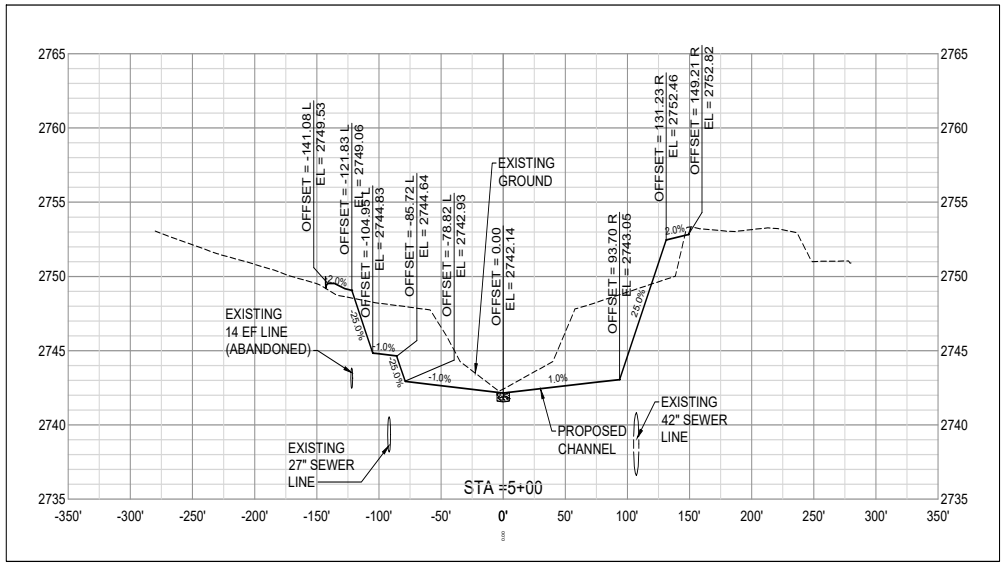
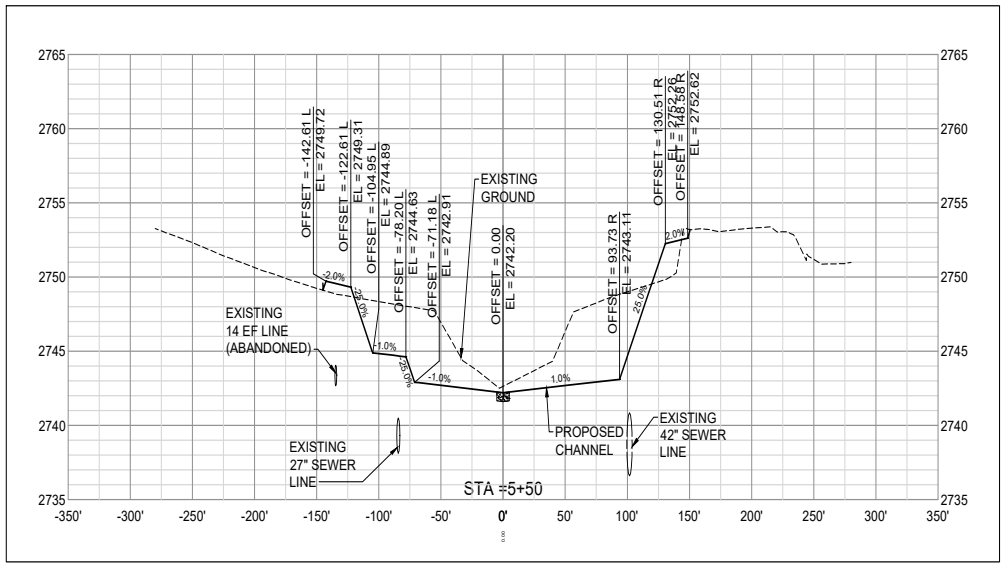
VERT SCALE





PACKET 16.303 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-305-9728 NEW.dwg LAYOUT NAME: C-305 PRINTED: Tuesday, May 25, 2021 - 3:24pm USER: RSkinner

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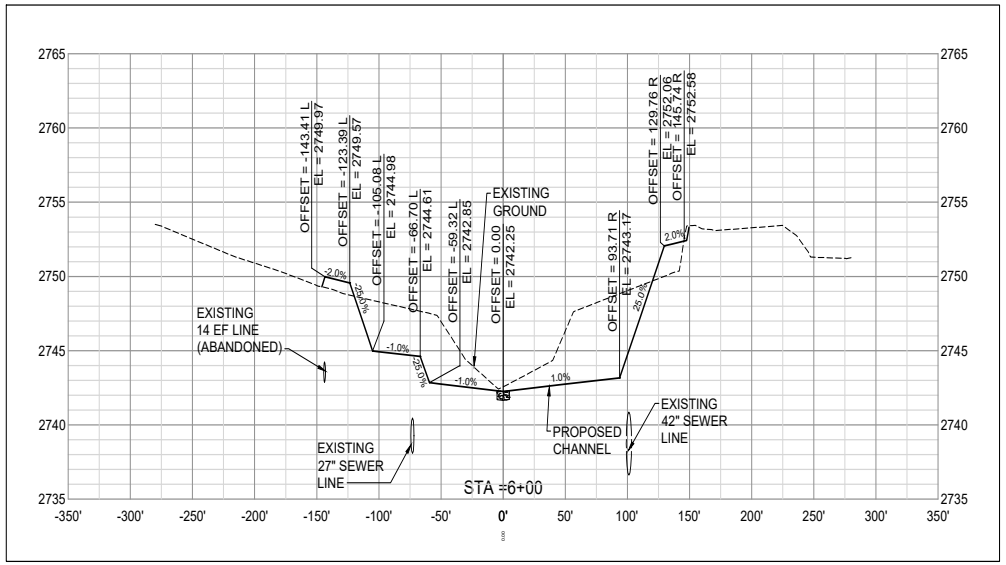
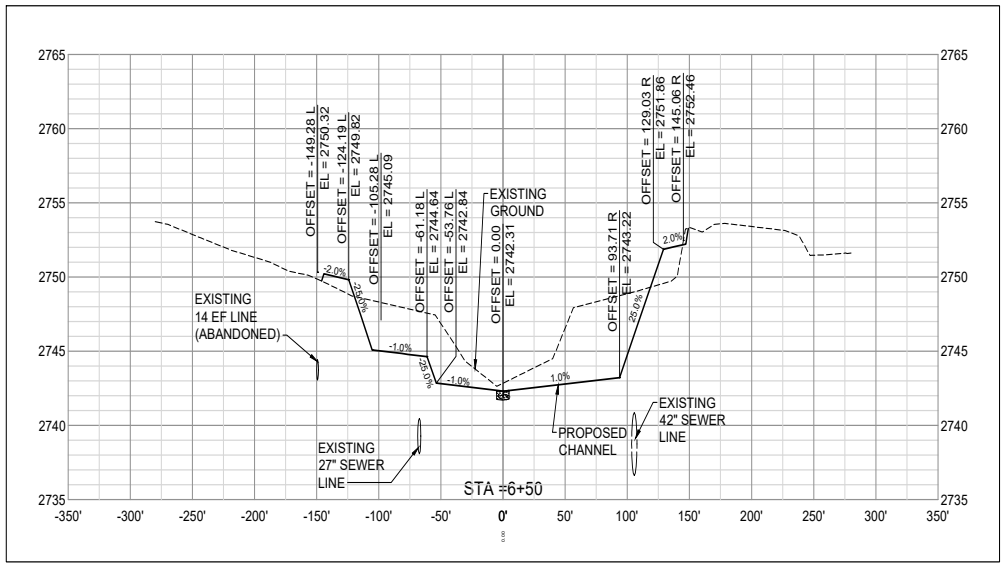
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 5+00
STA. 5+50

C-305





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

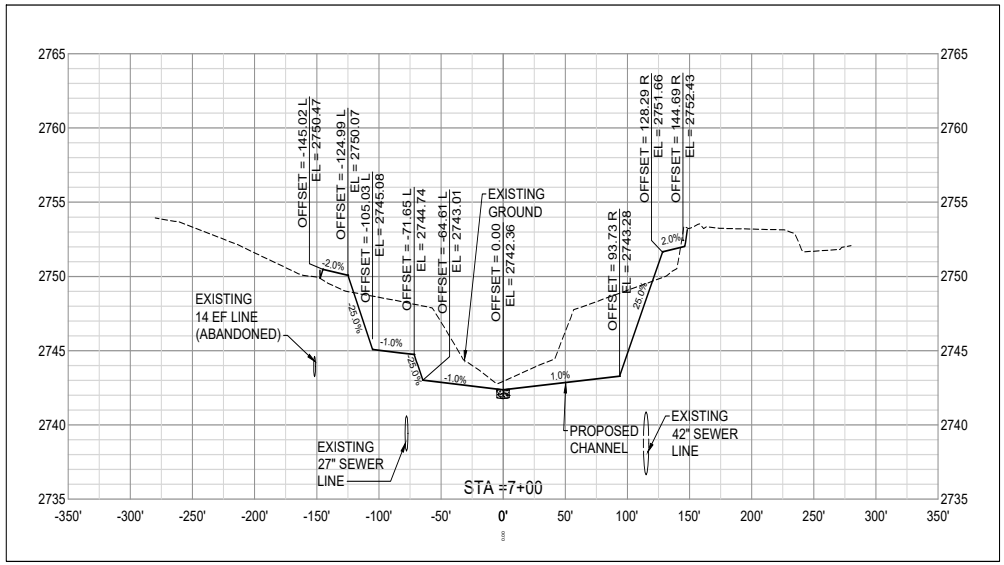
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

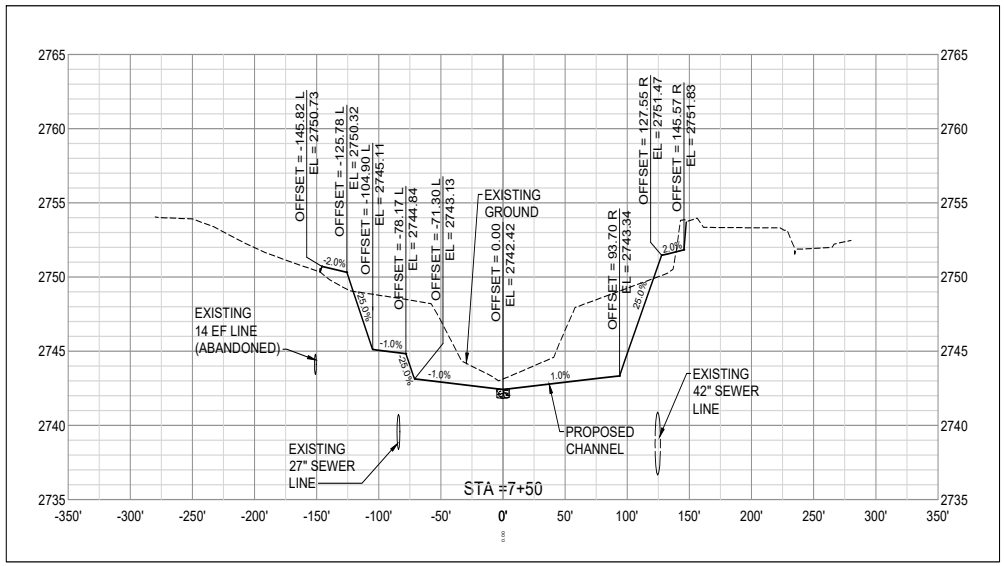
CROSS SECTIONS
STA. 6+00
STA. 6+50

C-306

PACKET 16.304 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-306-9728 NEW.dwg LAYOUT NAME: C-306 PRINTED: Tuesday, May 25, 2021 - 3:33pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.305 October 12, 2021

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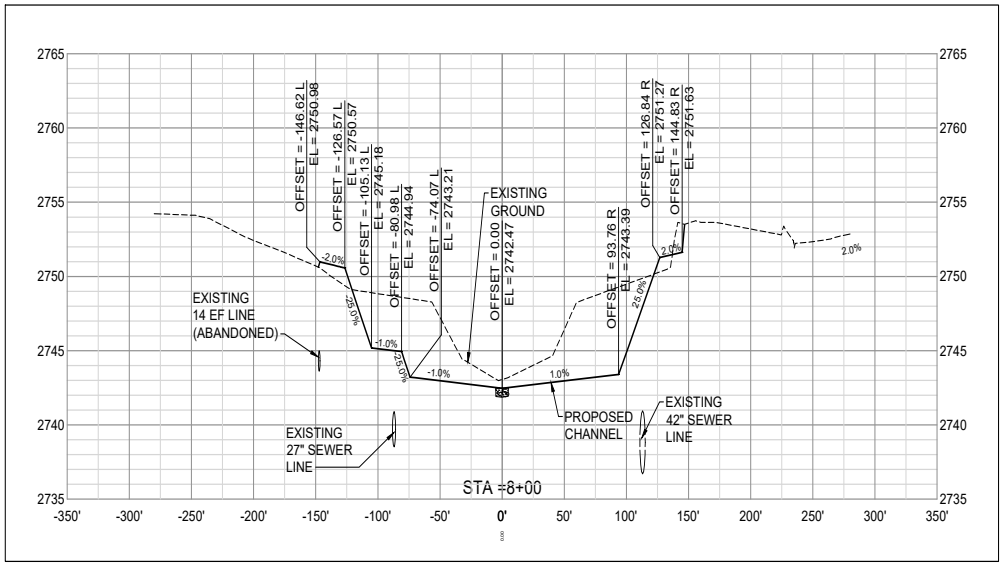
PROJECT NO.
01.9728.20

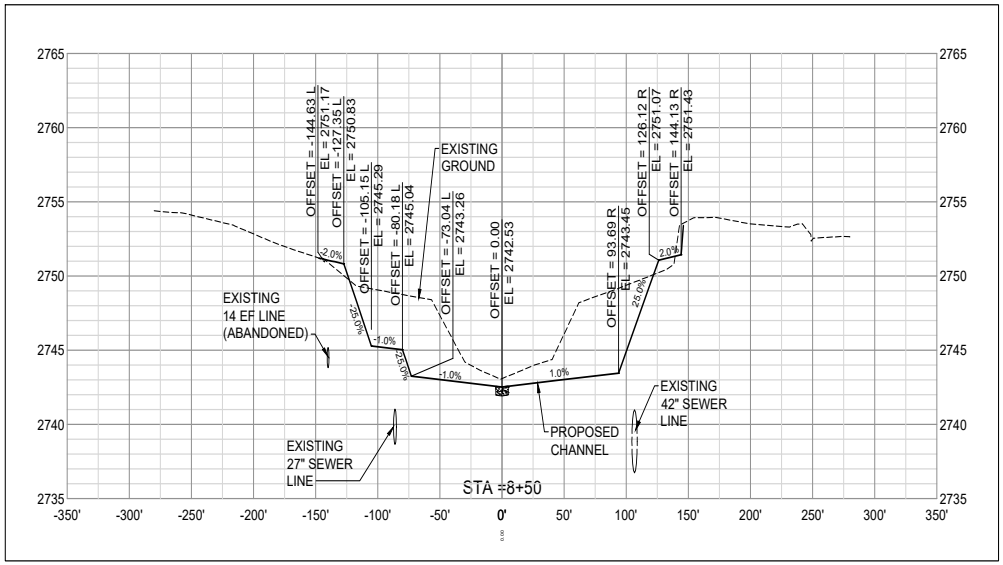
1 05/28/2021 BID SET
DATE DESCRIPTION

CROSS SECTIONS
STA. 7+00
STA. 7+50

C-307

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-307-9728 NEW.dwg LAYOUT NAME: C-307 PRINTED: Tuesday, May 25, 2021 - 3:32pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET 16.306 October 12, 2021

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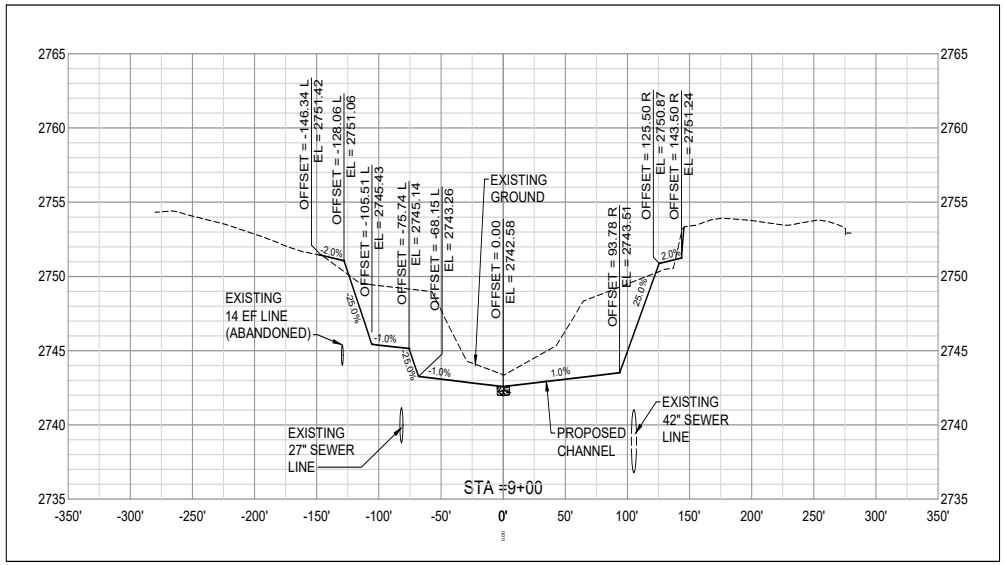
PROJECT NO.
01.9728.20

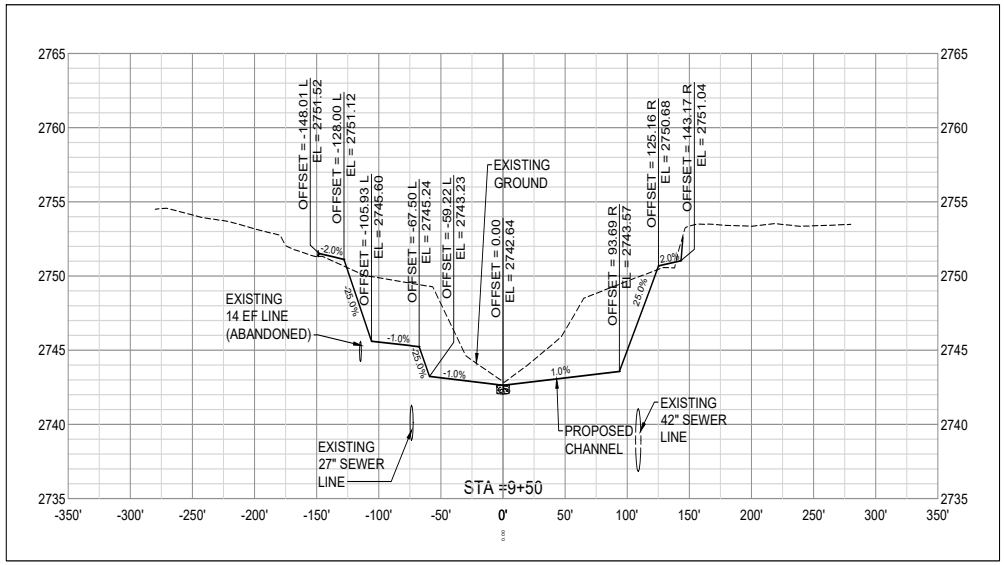
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 8+00
STA. 50

C-308

FILE NAME: A:\2022\09728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-308-9728 NEW.dwg LAYOUT NAME: C-308 PRINTED: Tuesday, May 25, 2021 - 3:39pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

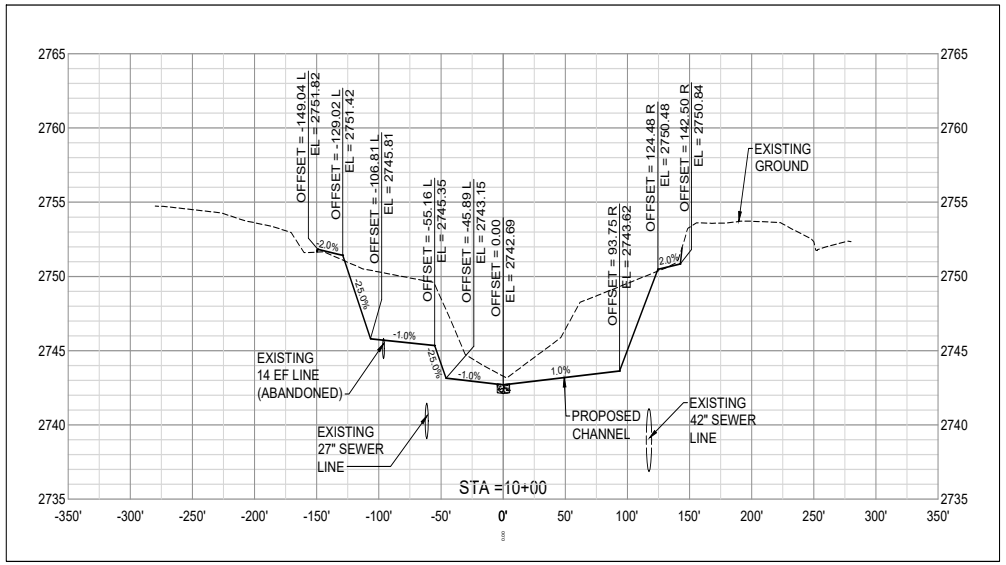
CROSS SECTIONS
STA. 9+00
STA. 9+50

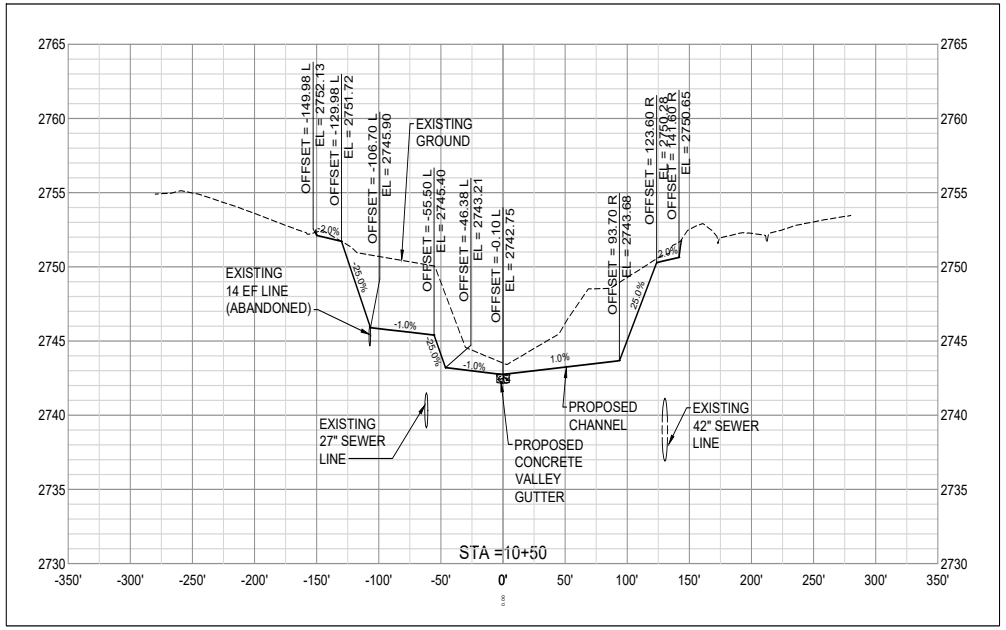
C-309

PACKET 16.307 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-309-9728 NEW.dwg LAYOUT NAME: C-309 PRINTED: Tuesday, May 25, 2021 - 3:48pm USER: RSkinner

0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE





PACKET 16.308 October 12, 2021

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MIDLAND DRAW WIDENING
FRONT STREET TO GOLF COURSE ROAD

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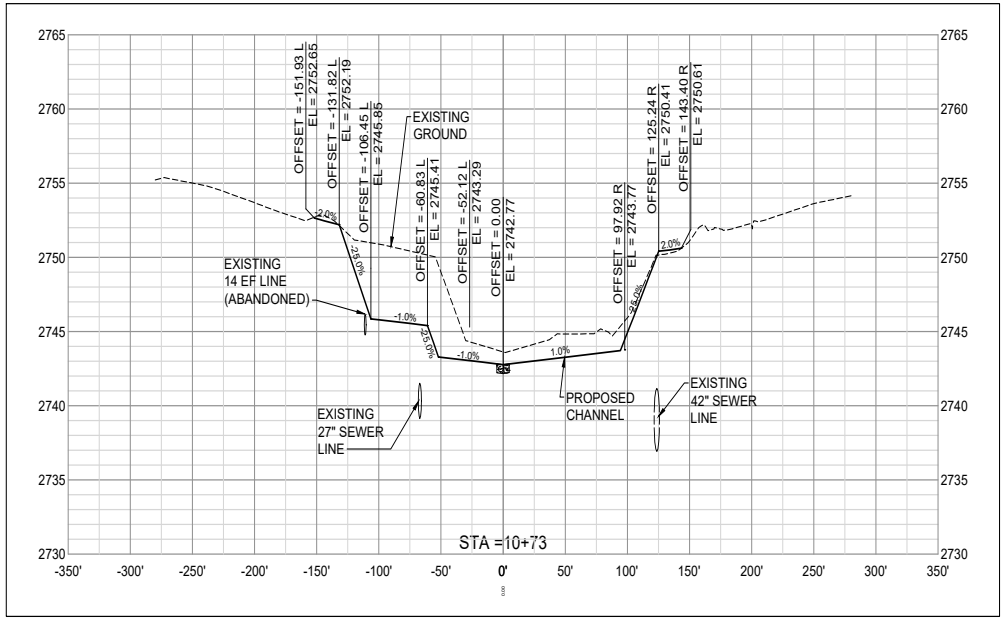
PROJECT NO.
01.9728.20

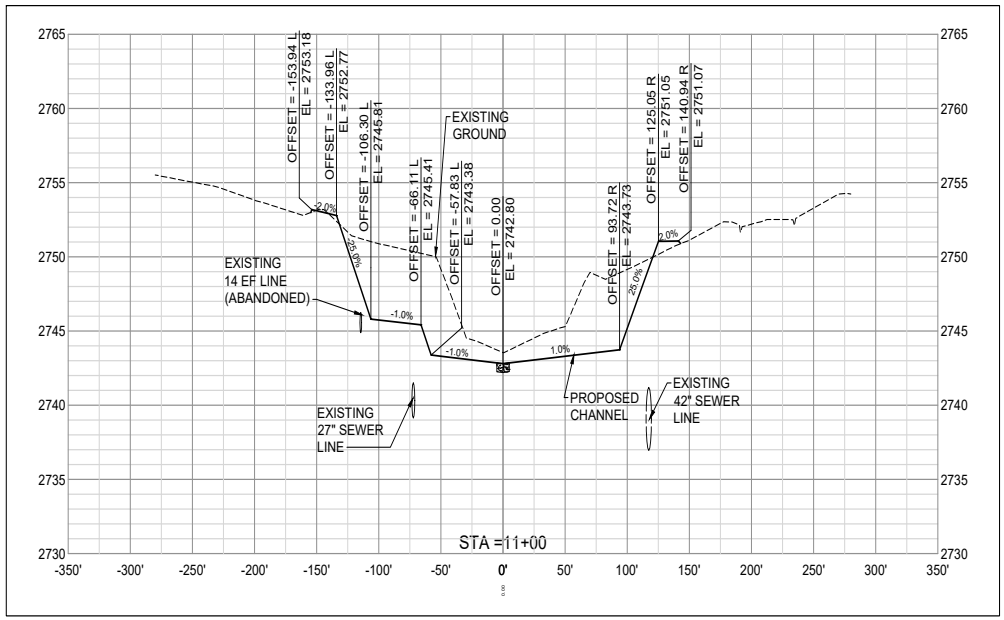
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 10+00
STA. 10+50

C-310

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-310-9728.dwg LAYOUT NAME: C-310 PRINTED: Tuesday, May 25, 2021 - 3:51pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET

16.309

October 12, 2021

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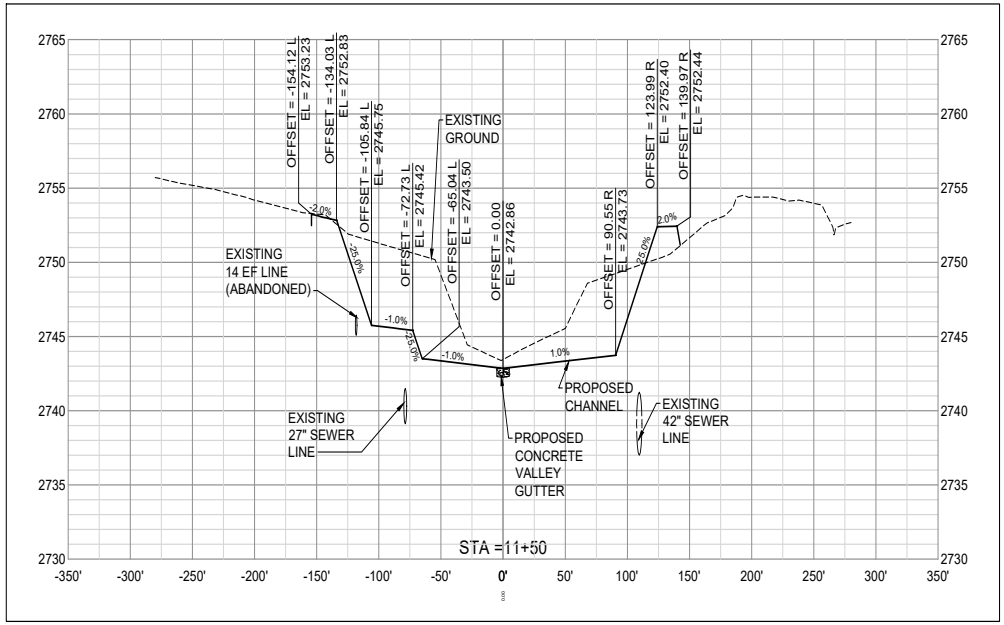
PROJECT NO.
01.9728.20

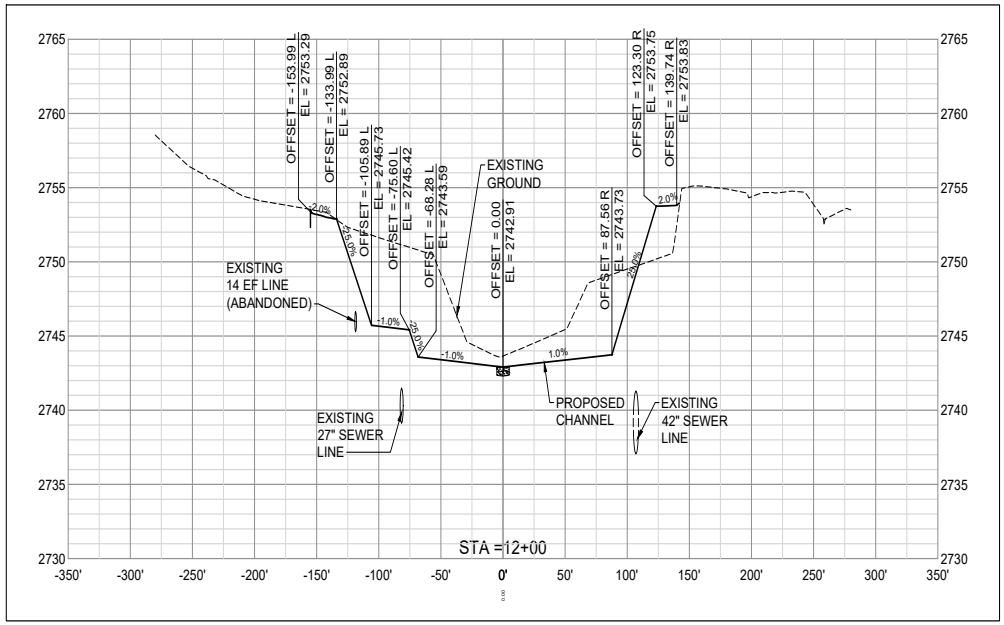
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 10+73
STA. 11+00

C-311

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-311-9728.dwg LAYOUT NAME: C-311 PRINTED: Tuesday, May 25, 2021 - 4:00pm USER: RSkinner





HORIZ SCALE 0 50' 100'

VERT SCALE 0 5' 10'

PACKET

16.310

October 12, 2021

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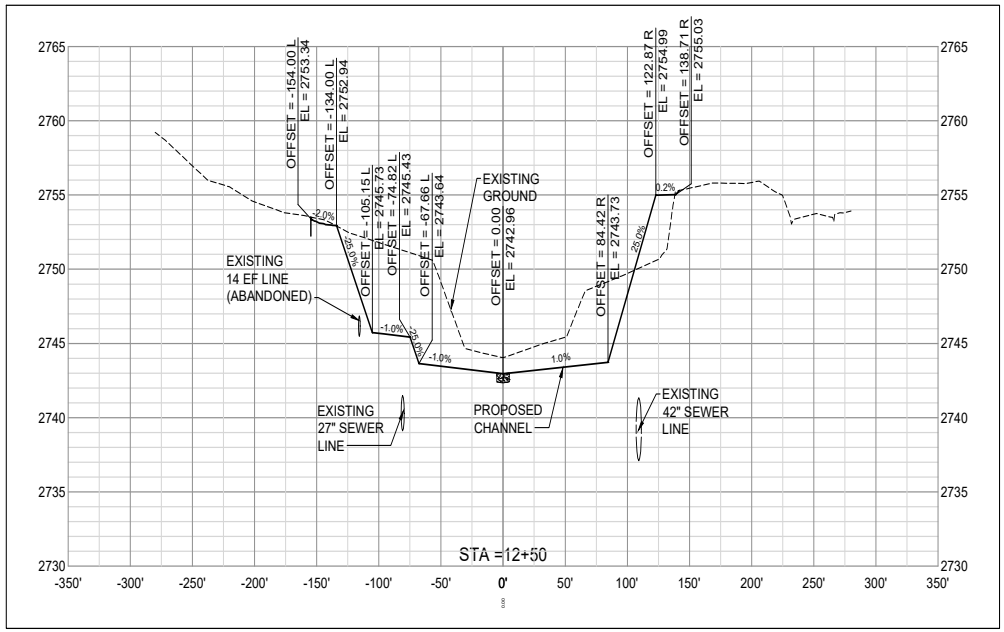
PROJECT NO.
01.9728.20

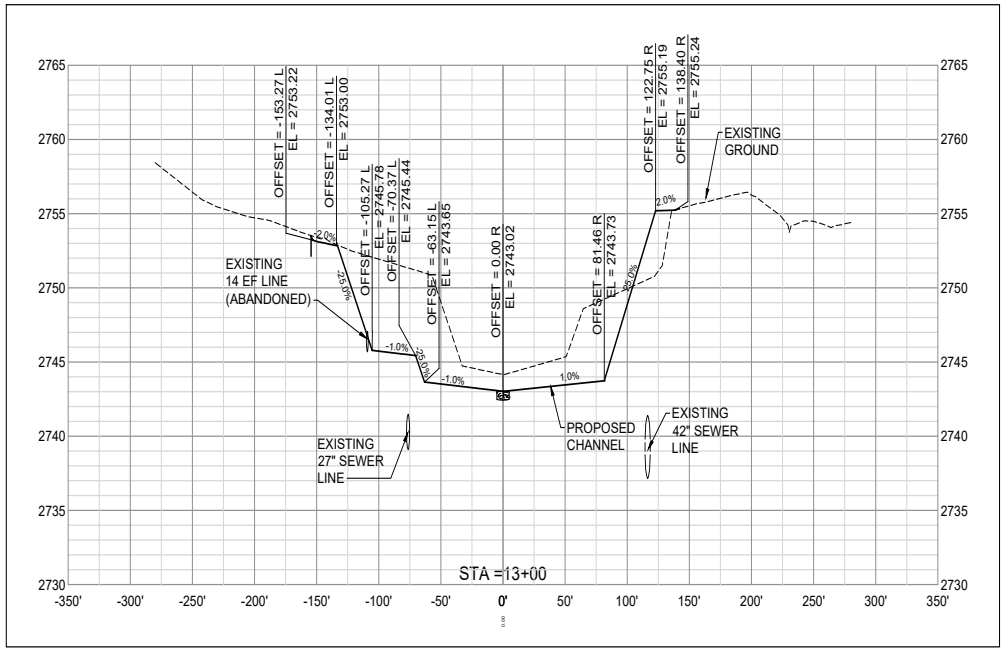
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 11+50
STA. 12+00

C-312

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-312-9728 NEW.dwg LAYOUT NAME: C-312 PRINTED: Tuesday, May 25, 2021 - 4:15pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.311

October 12, 2021

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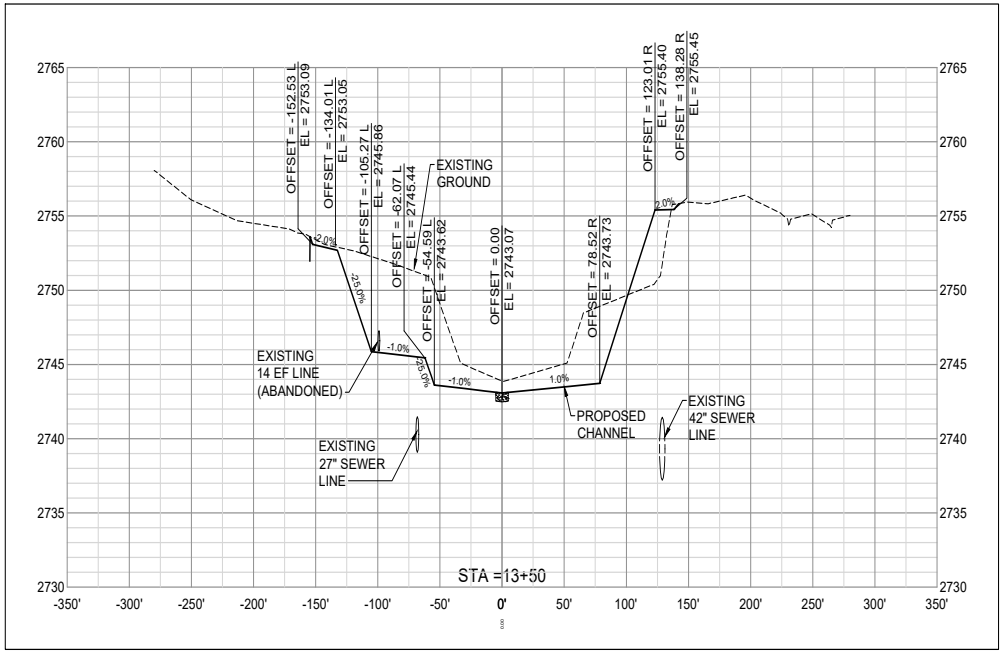
PROJECT NO.
01.9728.20

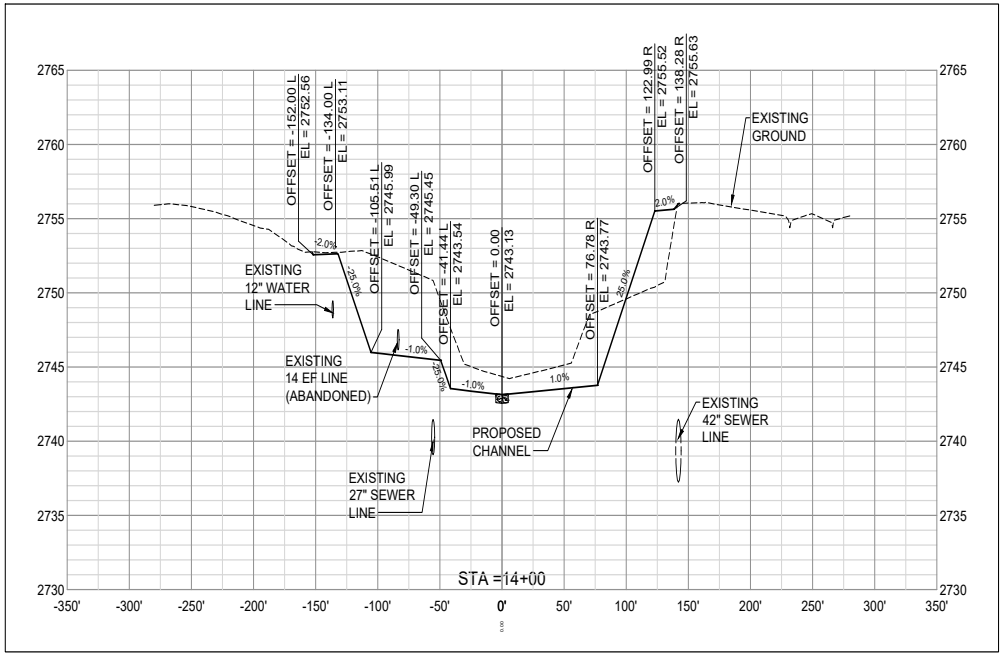
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 12+50
STA. 13+00

C-313

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-313-9728.dwg LAYOUT NAME: C-313 PRINTED: Tuesday, May 25, 2021 - 4:26pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.312

October 12, 2021

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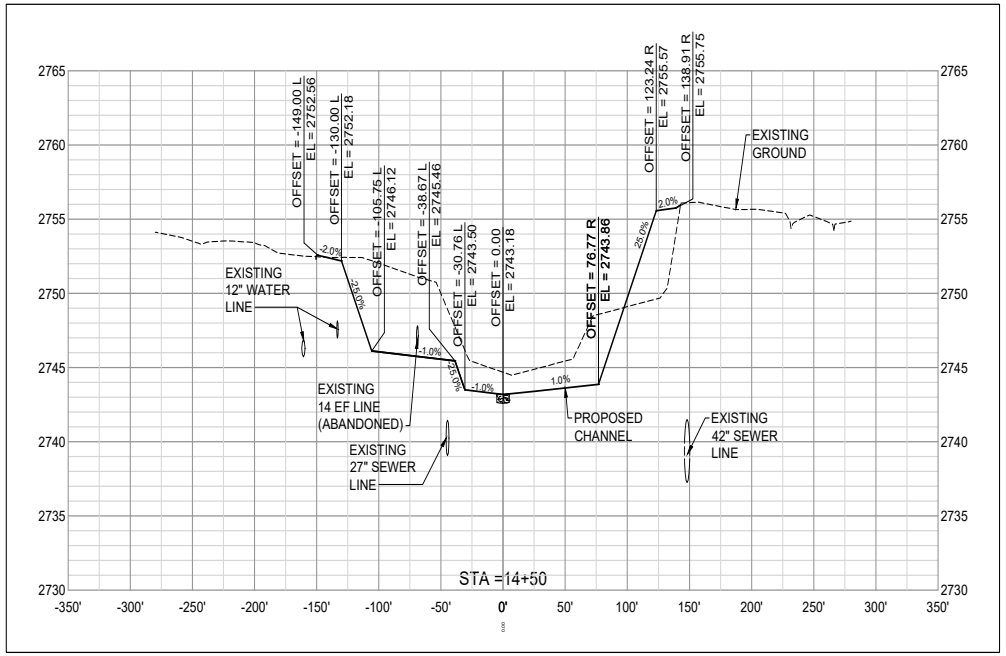
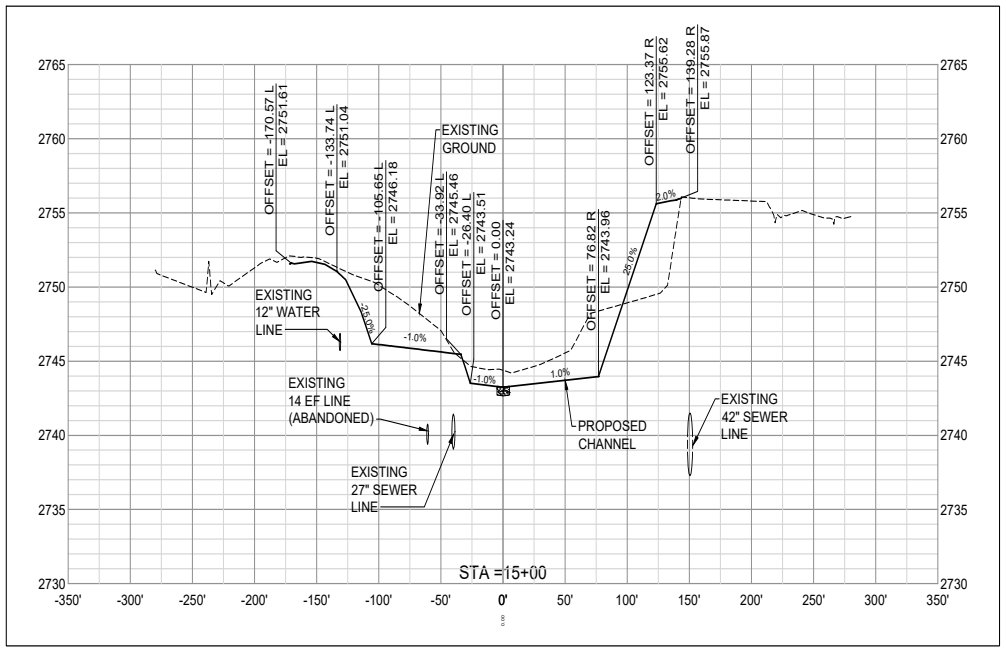
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 13+50
STA. 14+00

C-314

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-314-9728.dwg LAYOUT NAME: C-314 PRINTED: Tuesday, May 25, 2021 - 4:33pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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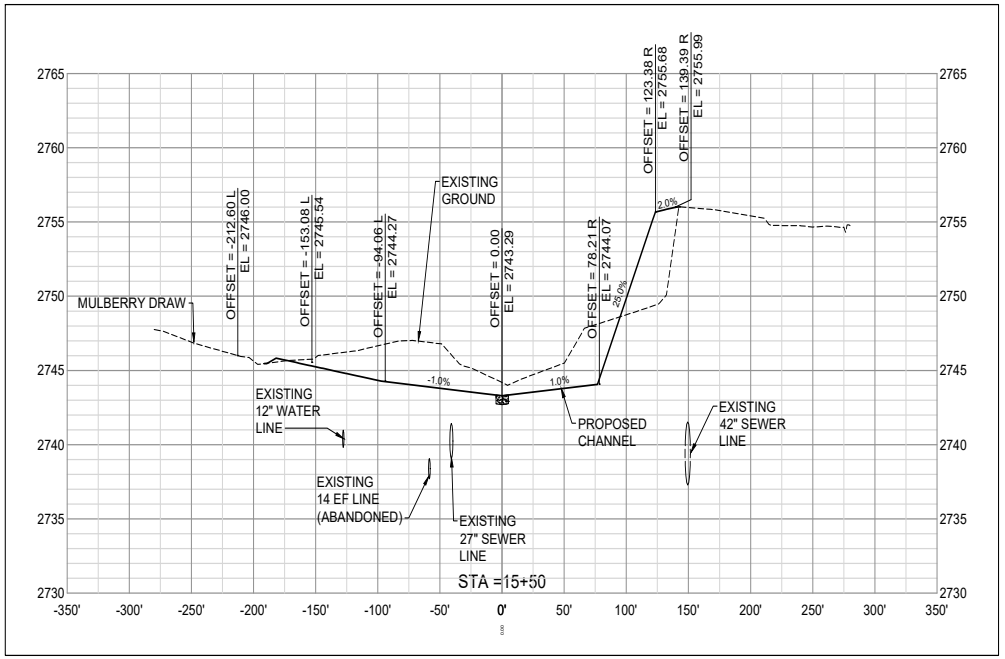
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

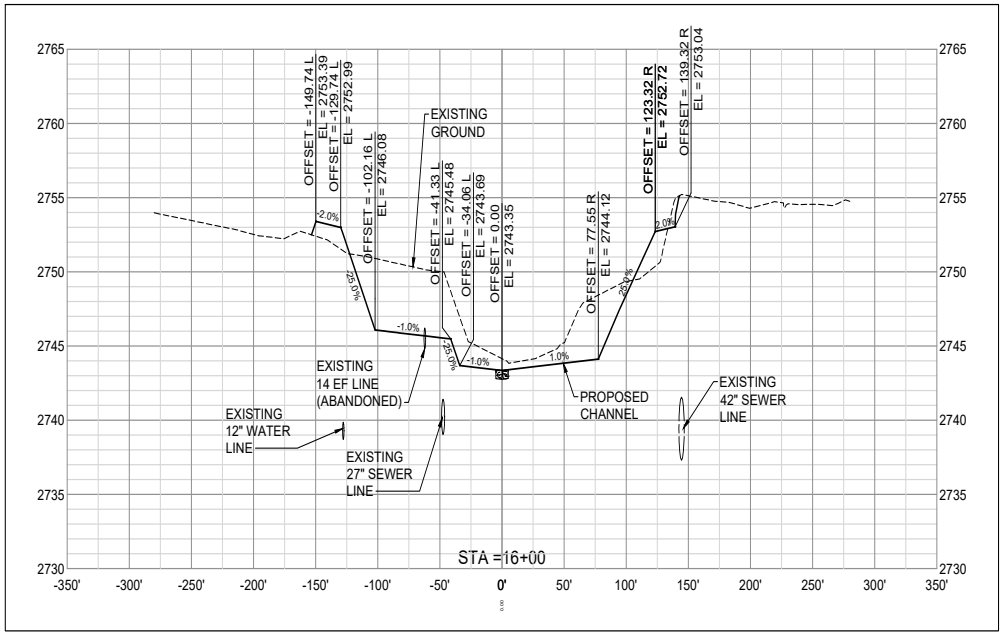
CROSS SECTIONS
STA. 14+50
STA. 15+00

C-315

PACKET 16.313 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-315-9728.dwg LAYOUT NAME: C-315 PRINTED: Tuesday, May 25, 2021 - 4:35pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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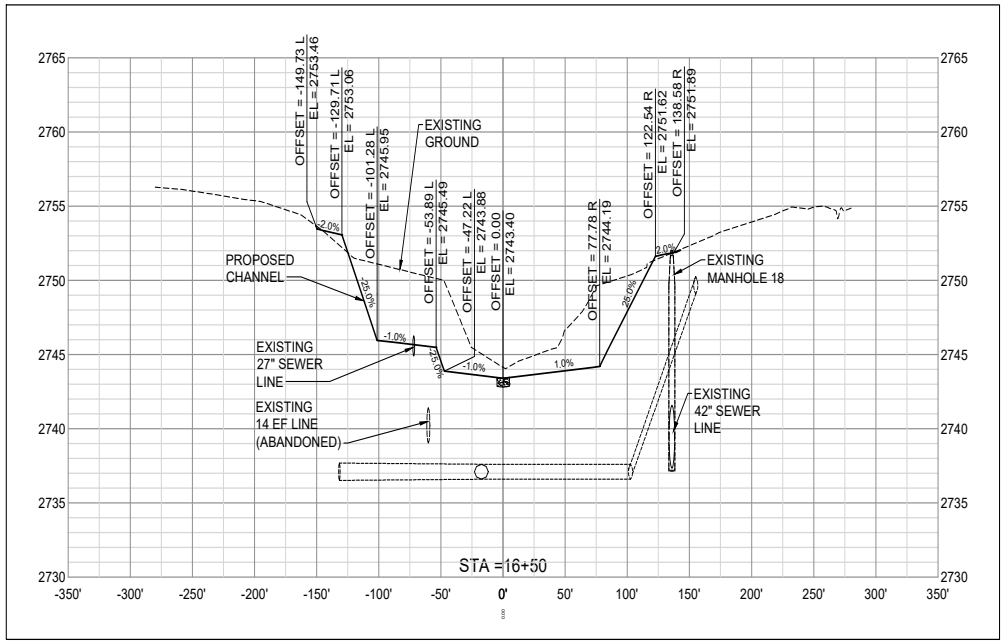
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

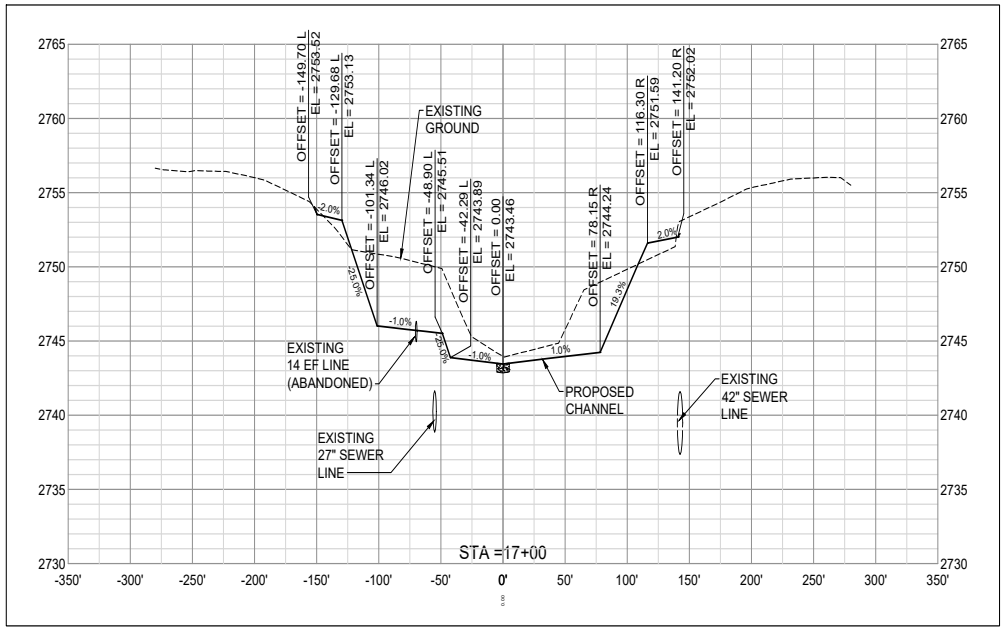
CROSS SECTIONS
STA. 15+50
STA. 16+00

C-316

PACKET 16.314 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-316-9728.dwg LAYOUT NAME: C-316 PRINTED: Tuesday, May 25, 2021 - 4:38pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.315

October 12, 2021

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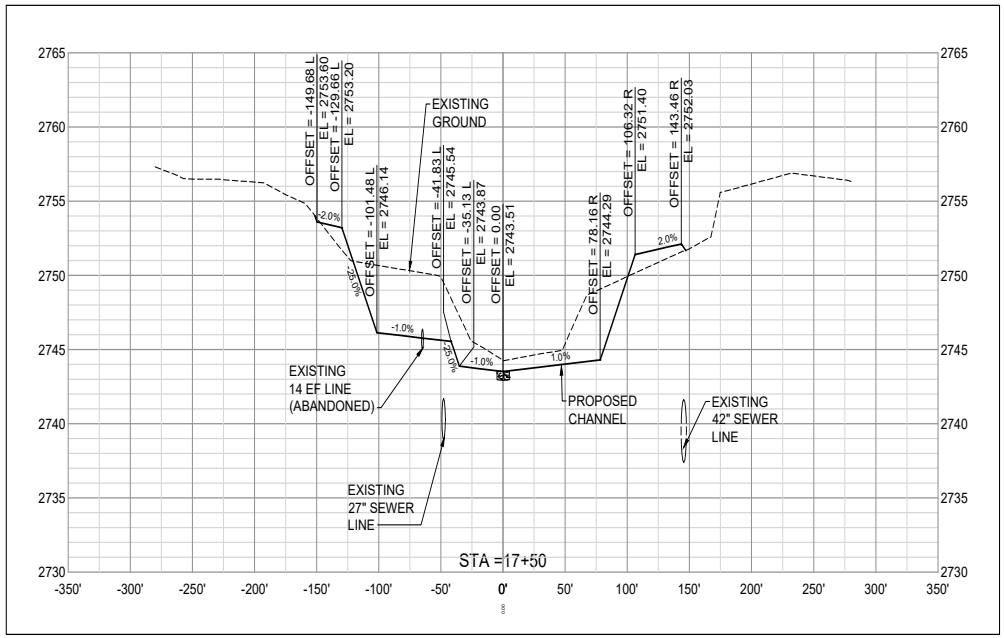
PROJECT NO.
01.9728.20

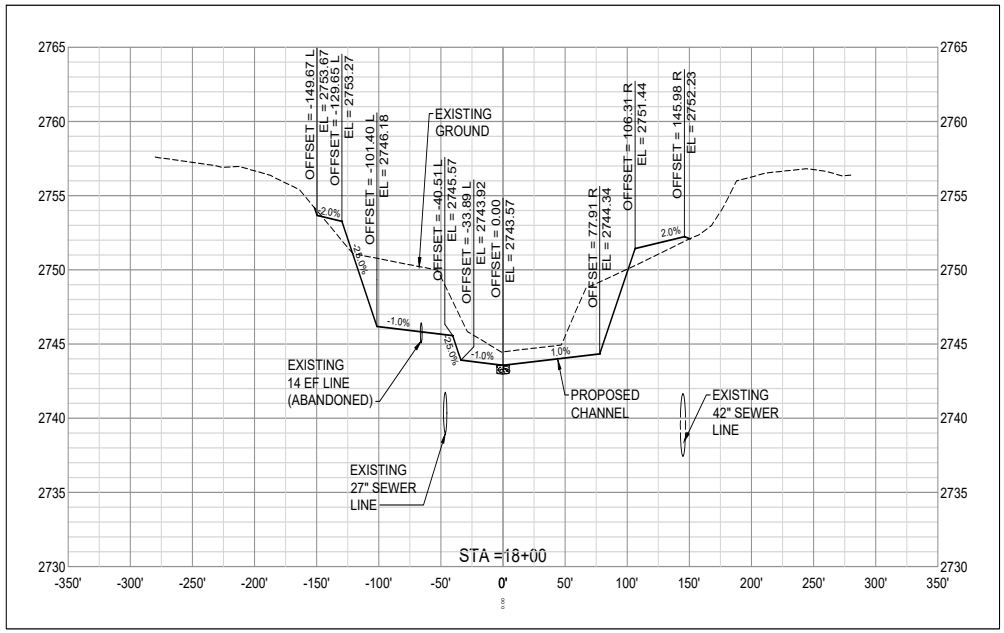
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 16+50
STA. 17+00

C-317

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-317-9728.dwg LAYOUT NAME: C-317 PRINTED: Tuesday, May 25, 2021 - 4:45pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

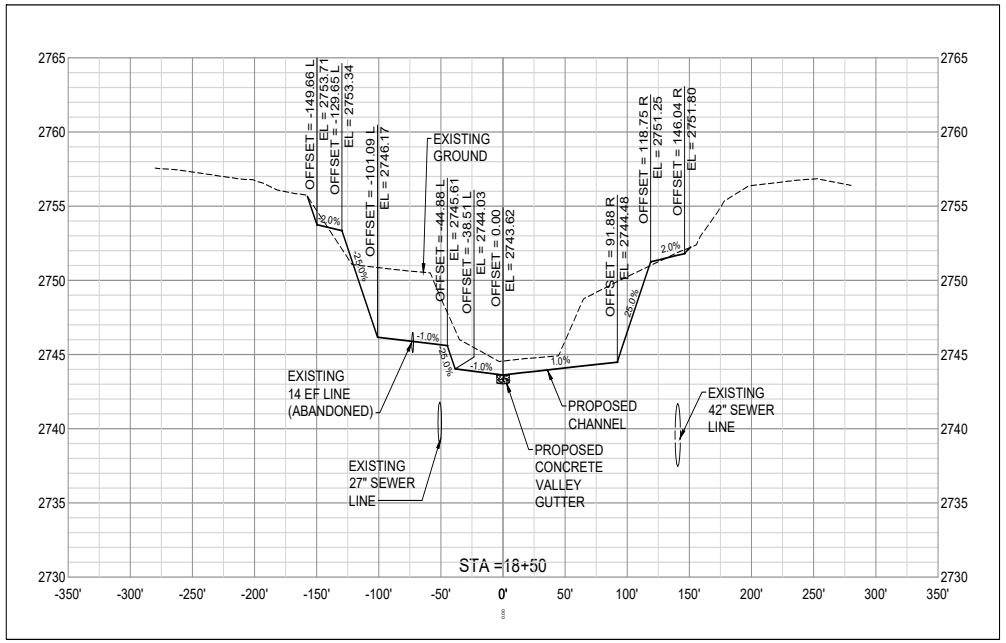
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

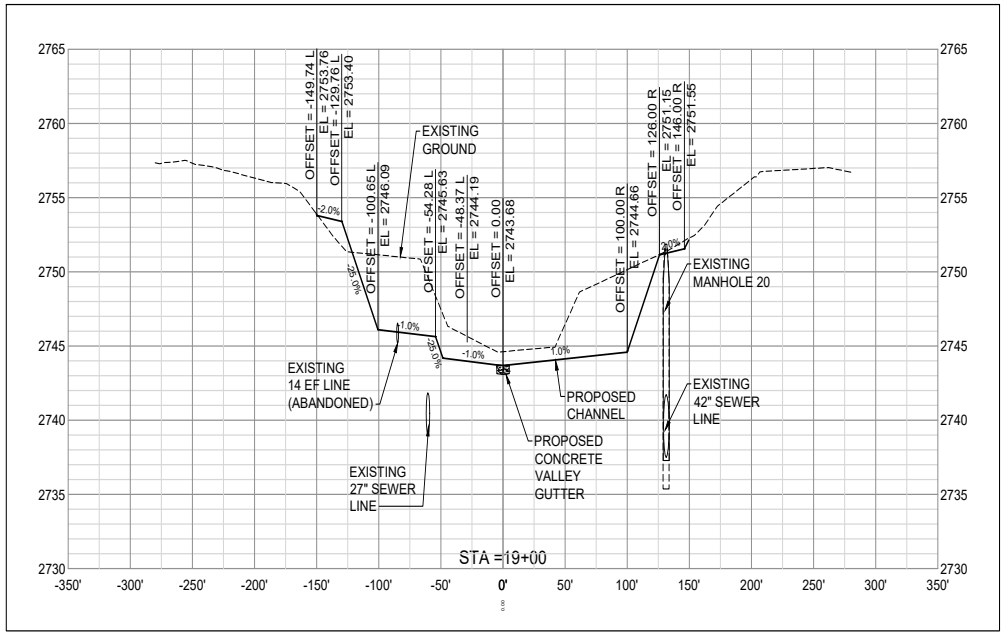
CROSS SECTIONS
STA. 17+50
STA. 18+00

C-318

PACKET 16.316 October 12, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-318-9728.dwg LAYOUT NAME: C-318 PRINTED: Tuesday, May 25, 2021 - 4:46pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.317 October 12, 2021

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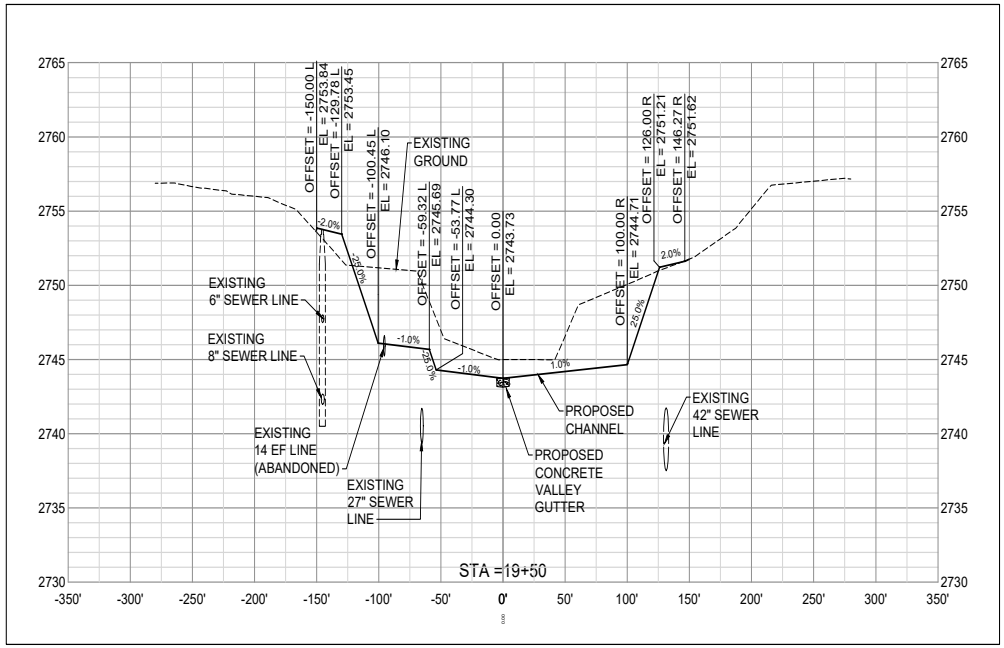
PROJECT NO.
01.9728.20

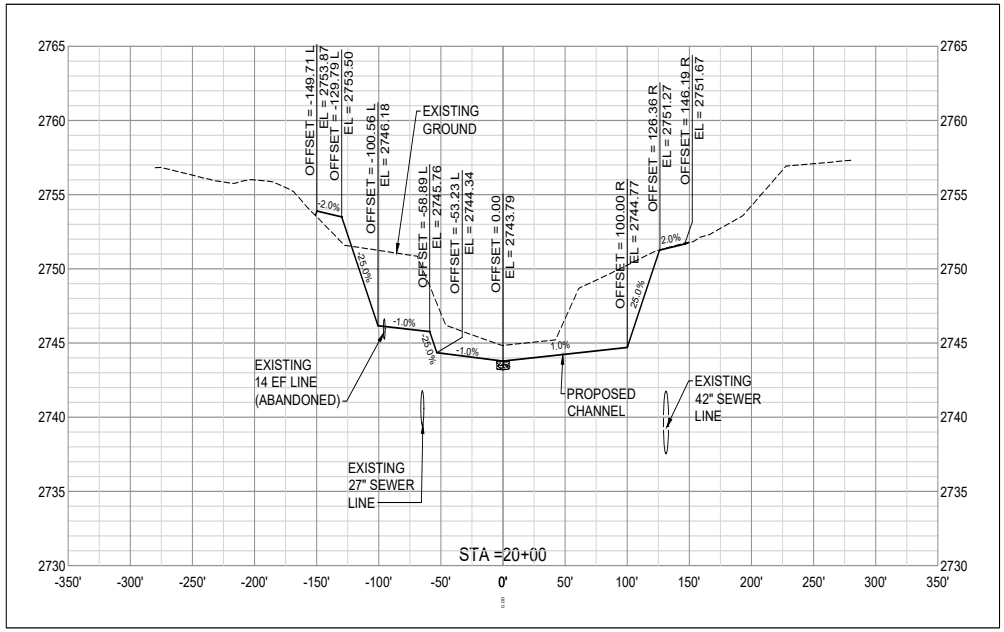
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 18+50
STA. 19+00

C-319

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-319-9728.dwg LAYOUT NAME: C-319 PRINTED: Tuesday, May 25, 2021 - 4:49pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.318

October 12, 2021

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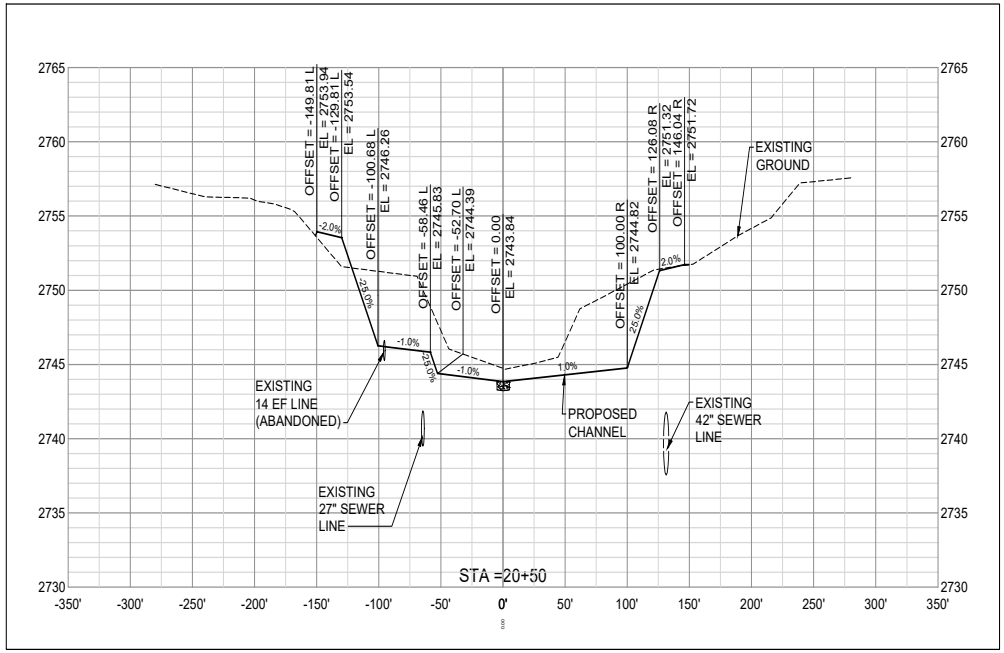
PROJECT NO.
01.9728.20

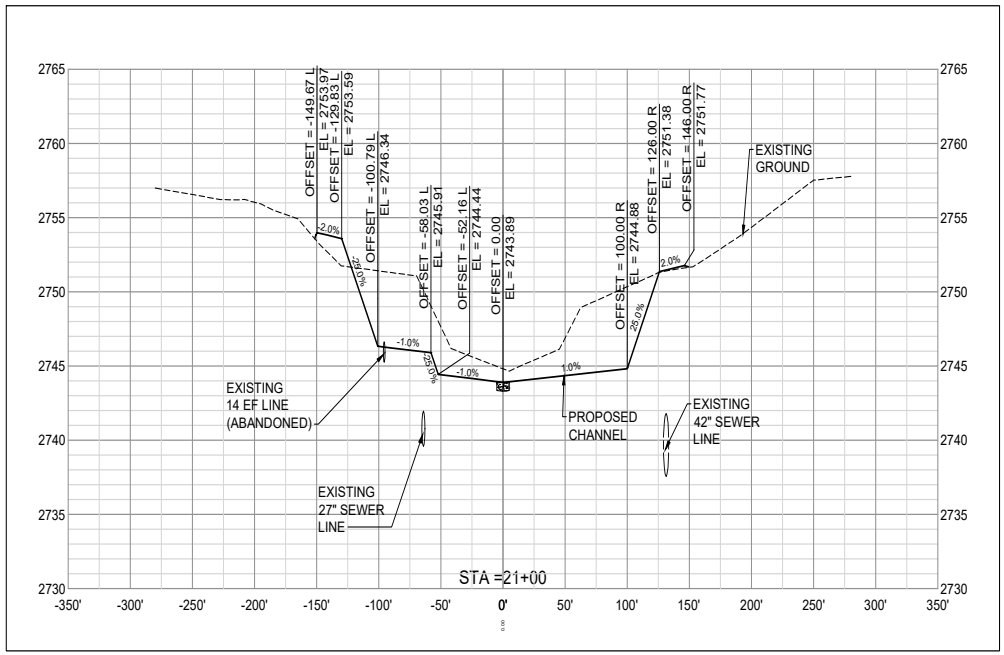
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 19+50
STA. 20+00

C-320

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-320-9728.dwg LAYOUT NAME: C-320 PRINTED: Tuesday, May 25, 2021 - 4:54pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

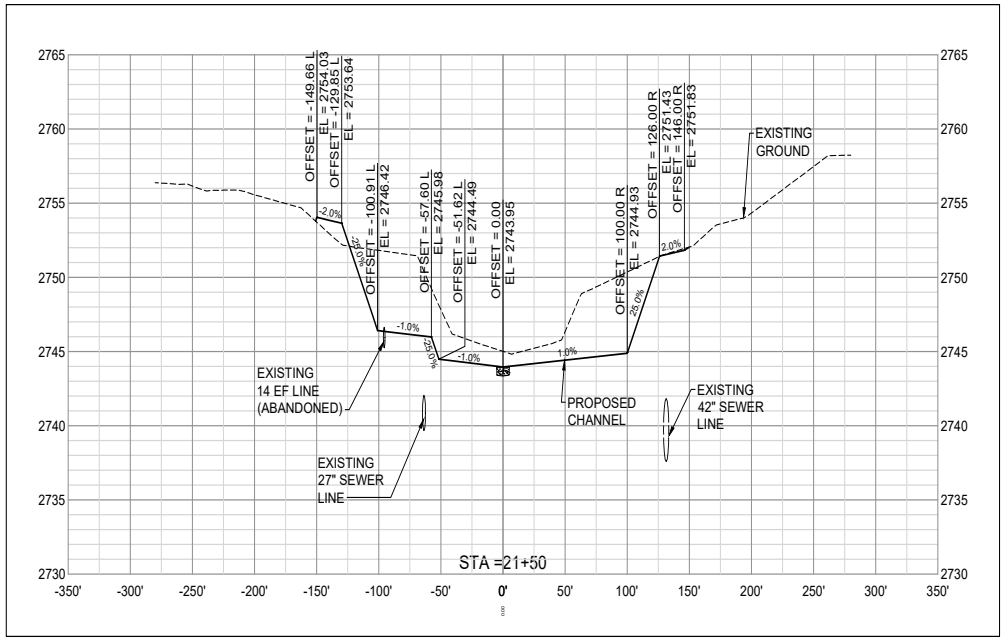
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

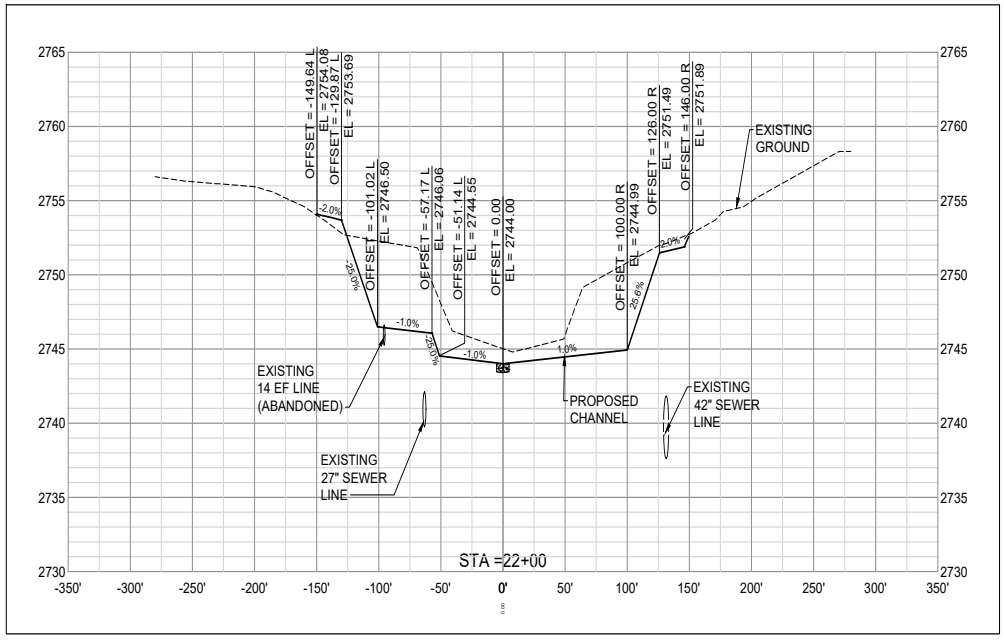
CROSS SECTIONS
STA. 20+50
STA. 21+00

C-321

PACKET 16.319 October 12, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-321-9728.dwg LAYOUT NAME: C-321 PRINTED: Tuesday, May 25, 2021 - 5:12pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.320

October 12, 2021

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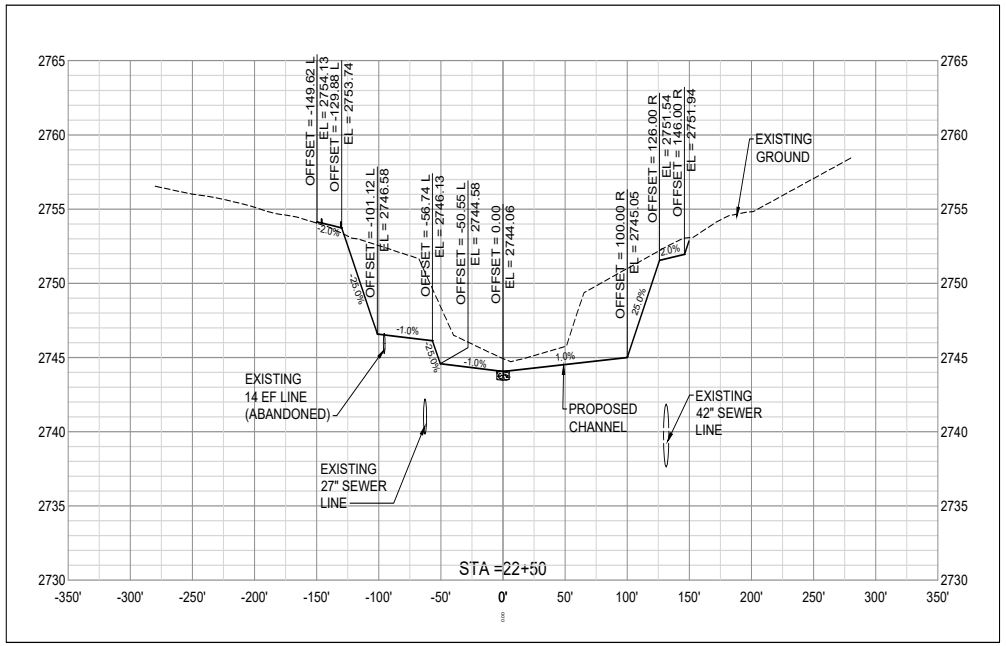
PROJECT NO.
01.9728.20

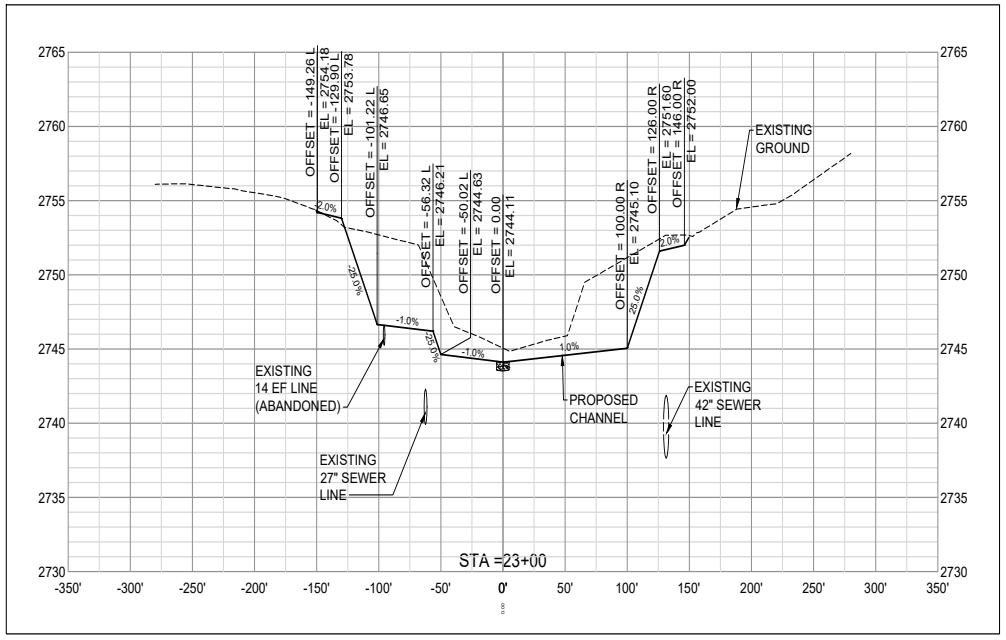
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 21+50
STA. 22+00

C-322

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-322-9728.dwg LAYOUT NAME: C-322 PRINTED: Tuesday, May 25, 2021 - 5:18pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.321 October 12, 2021

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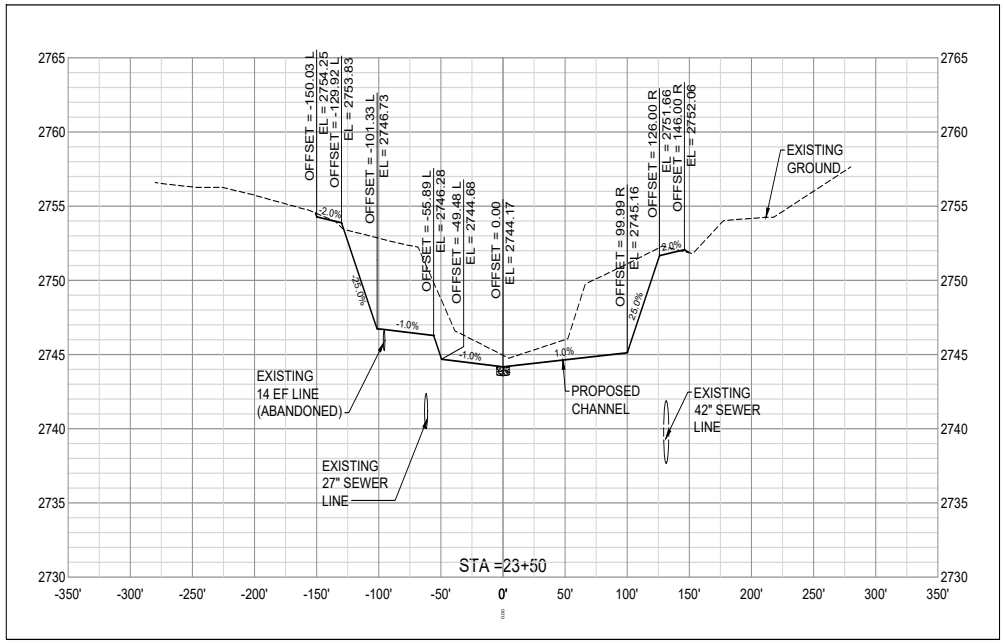
PROJECT NO.
01.9728.20

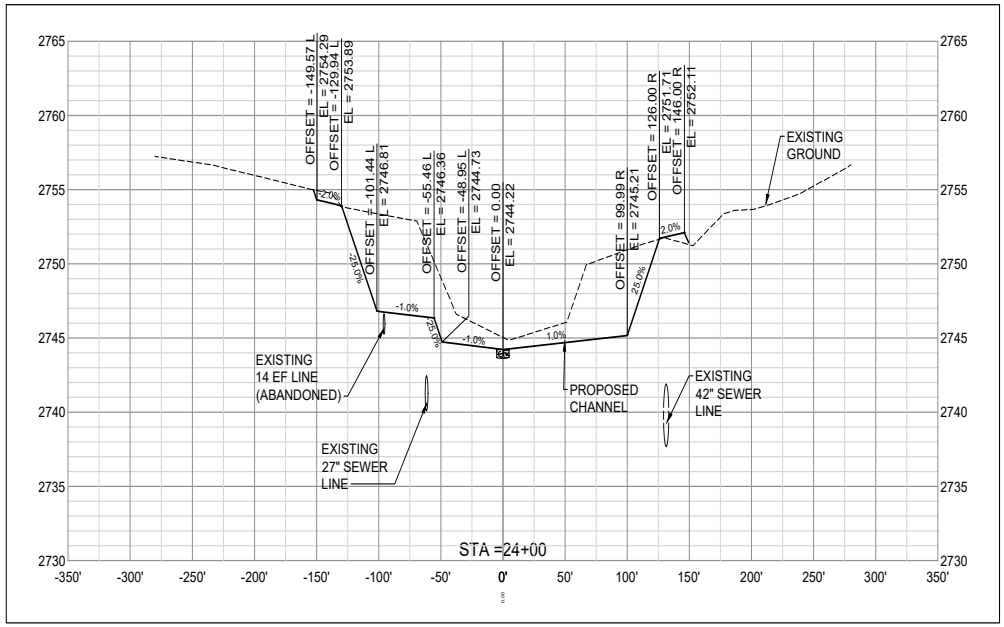
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 22+50
STA. 23+00

C-323

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-323-9728.dwg LAYOUT NAME: C-323 PRINTED: Tuesday, May 25, 2021 - 5:22pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.322

October 12, 2021

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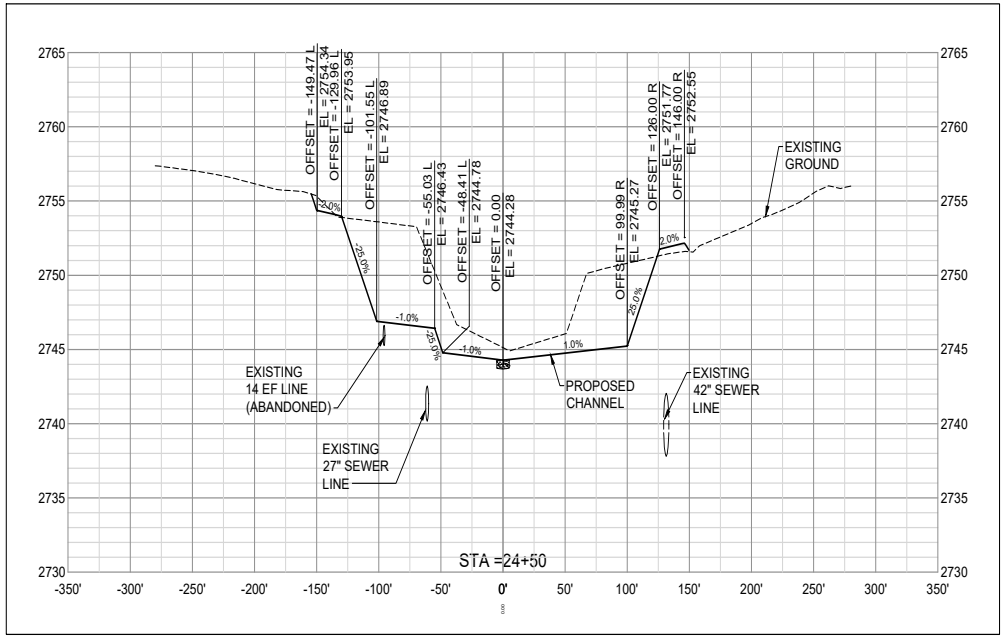
PROJECT NO.
01.9728.20

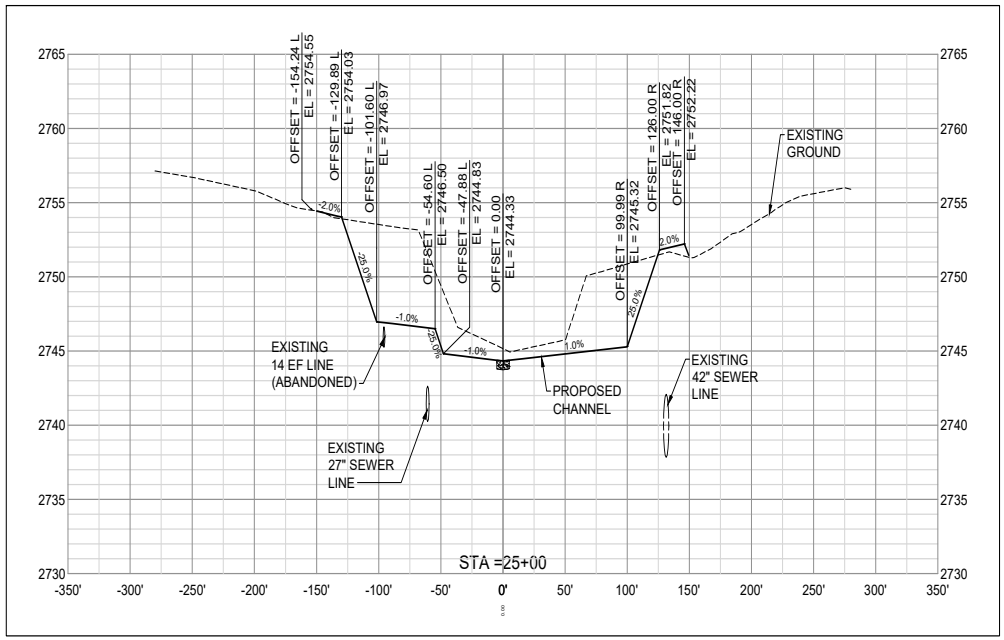
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 23+50
STA. 24+00

C-324

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-324-9728.dwg LAYOUT NAME: C-324 PRINTED: Tuesday, May 25, 2021 - 5:24pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.323 October 12, 2021

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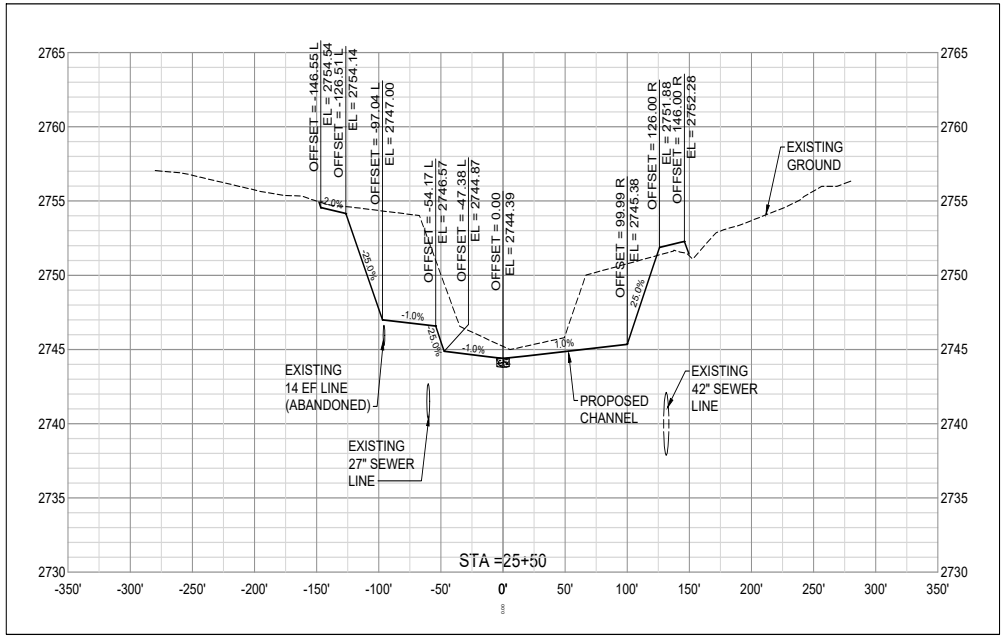
PROJECT NO.
01.9728.20

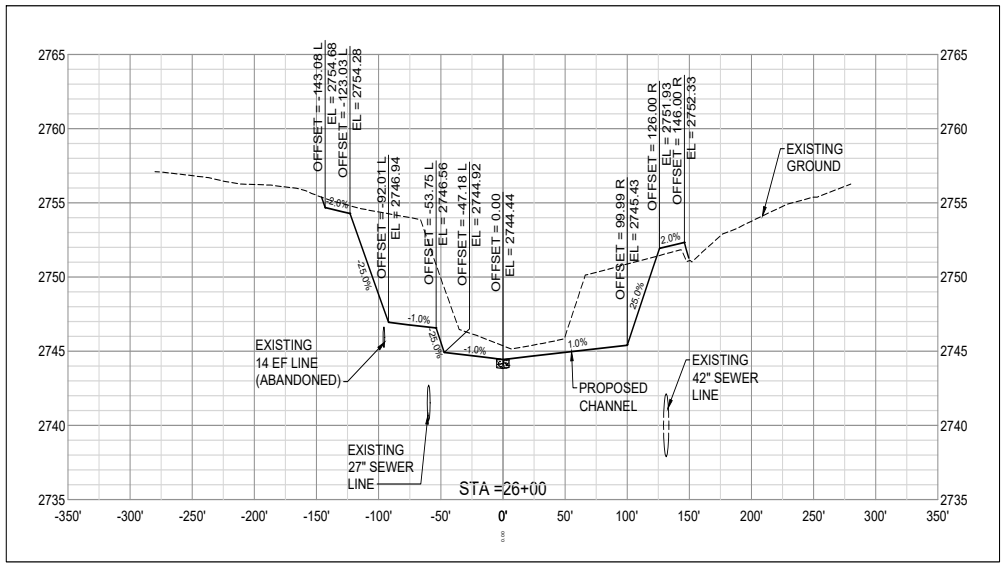
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 24+50
STA. 25+00

C-325

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-325-9728.dwg LAYOUT NAME: C-325 PRINTED: Tuesday, May 25, 2021 - 5:26pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

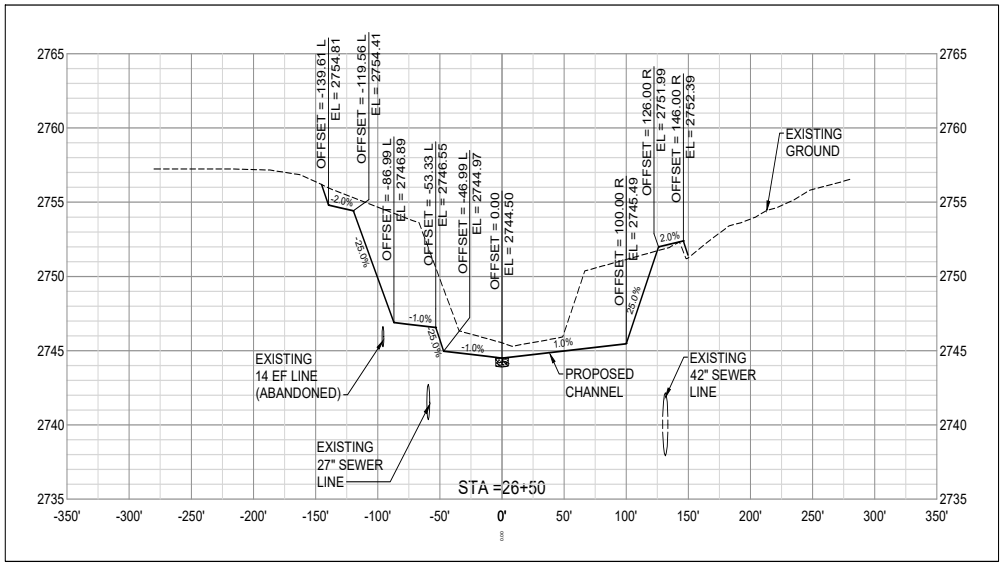
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

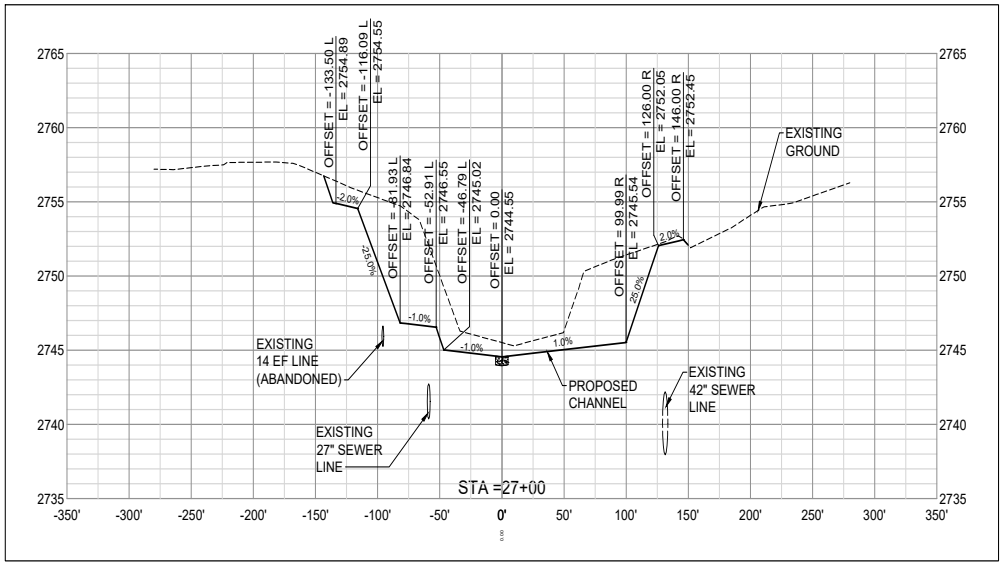
CROSS SECTIONS
STA. 25+50
STA. 26+00

C-326

PACKET 16.324 October 12, 2021

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-326-9728.dwg LAYOUT NAME: C-326 PRINTED: Tuesday, May 25, 2021 - 5:28pm USER: RSkinner





HORIZ SCALE 0 50' 100'

VERT SCALE 0 5' 10'

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PROJECT NO.
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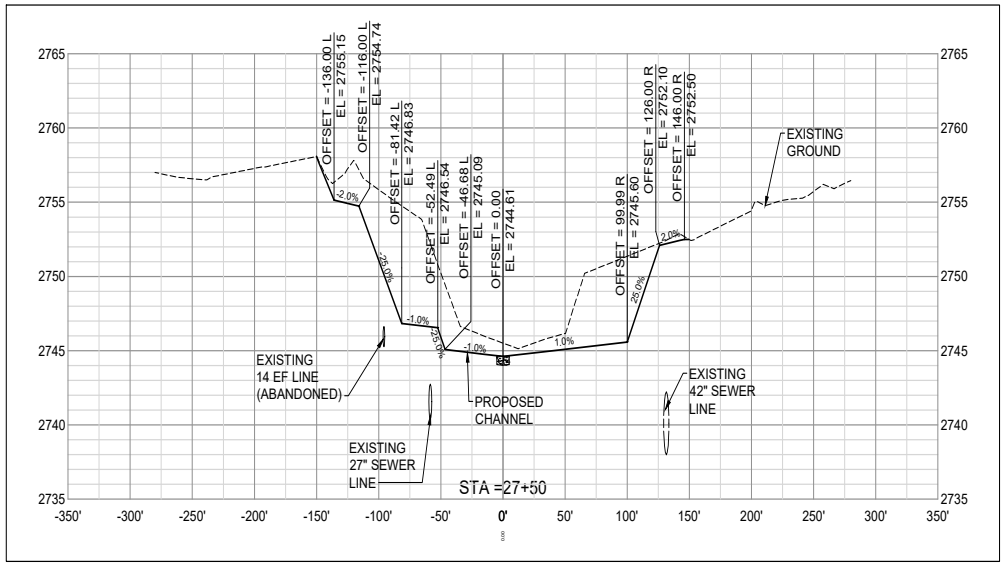
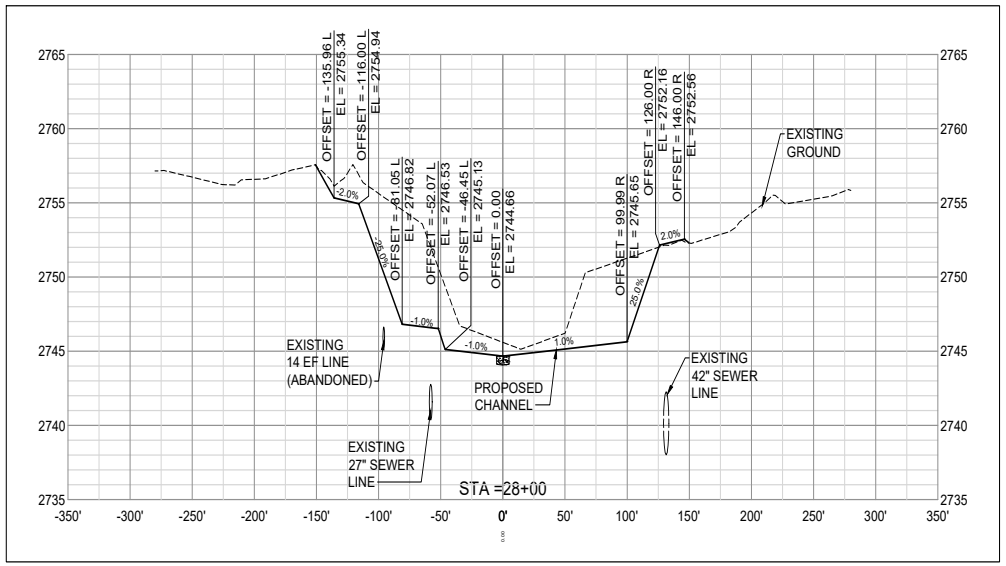
1 05/28/2021 BID SET
DATE DESCRIPTION

CROSS SECTIONS
STA. 26+50
STA. 27+00

C-327

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-327-9728.dwg LAYOUT NAME: C-327 PRINTED: Tuesday, May 25, 2021 - 5:31pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET 16.326 October 12, 2021

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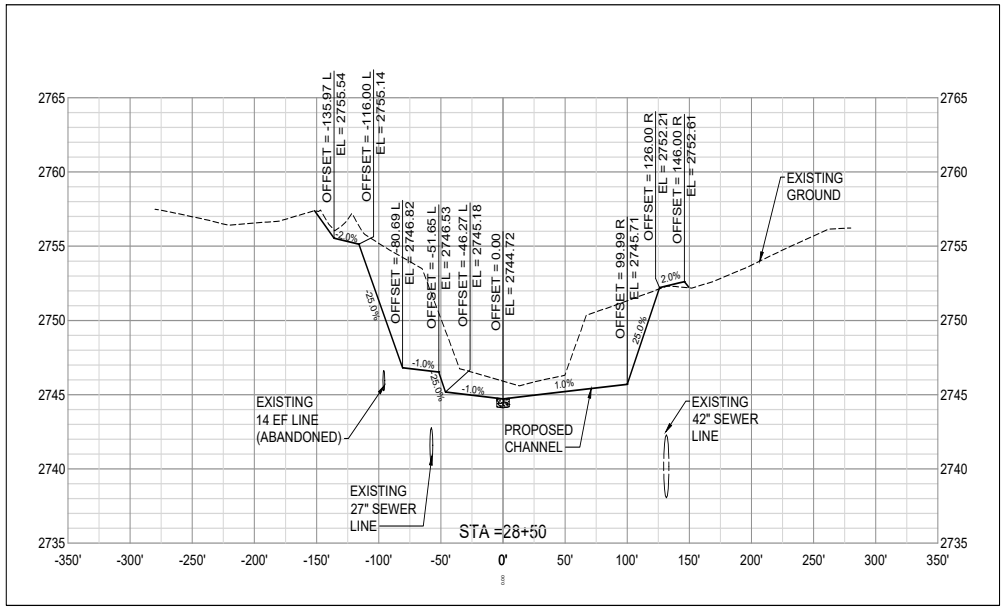
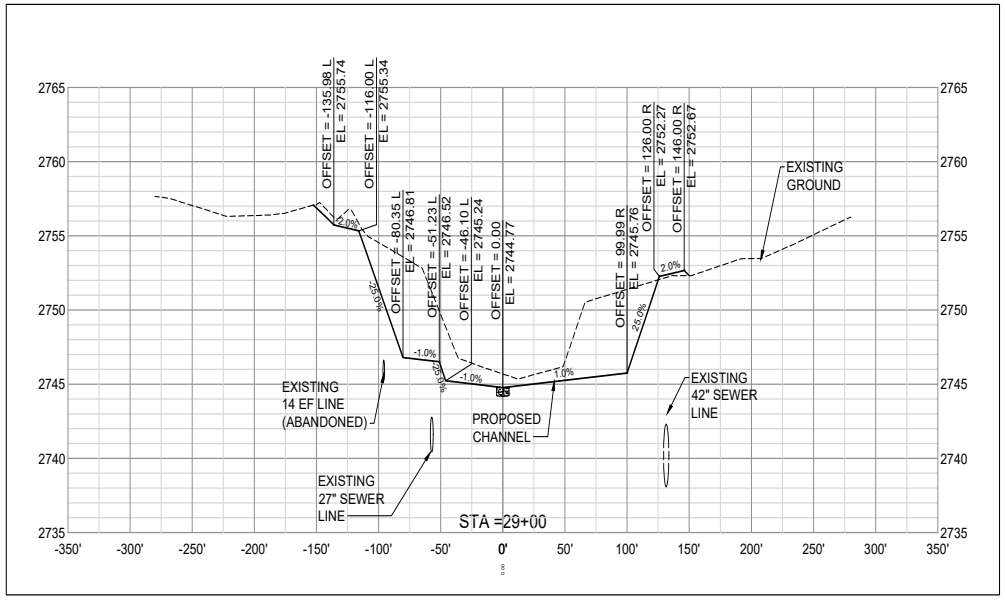
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 27+50
STA. 28+00

C-328

FILE NAME: A:\2022\09728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-328-9728.dwg LAYOUT NAME: C-328 PRINTED: Tuesday, May 25, 2021 - 5:33pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET 16.327 October 12, 2021

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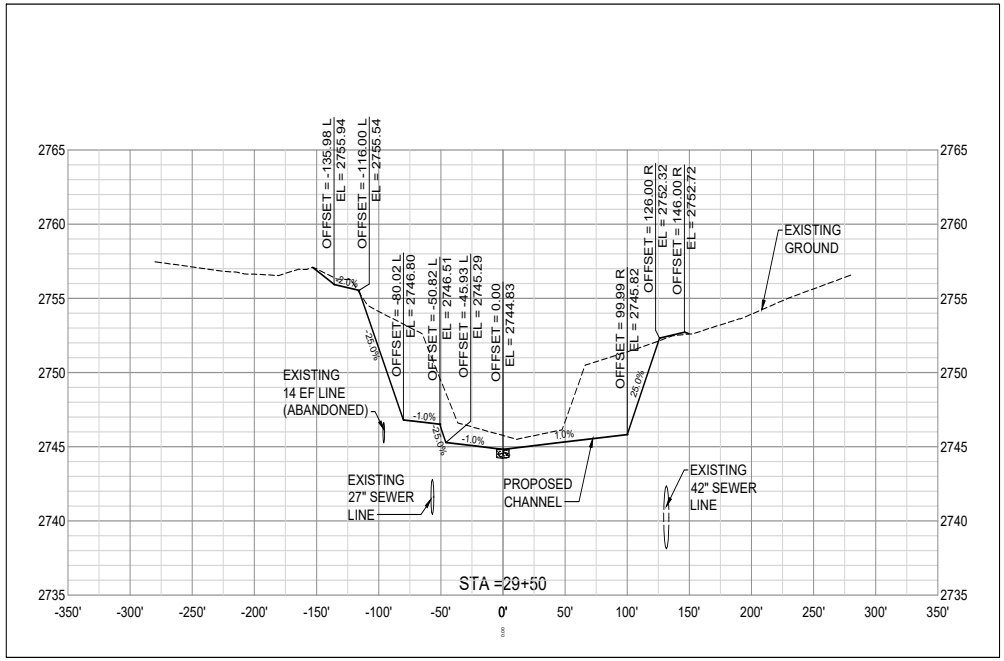
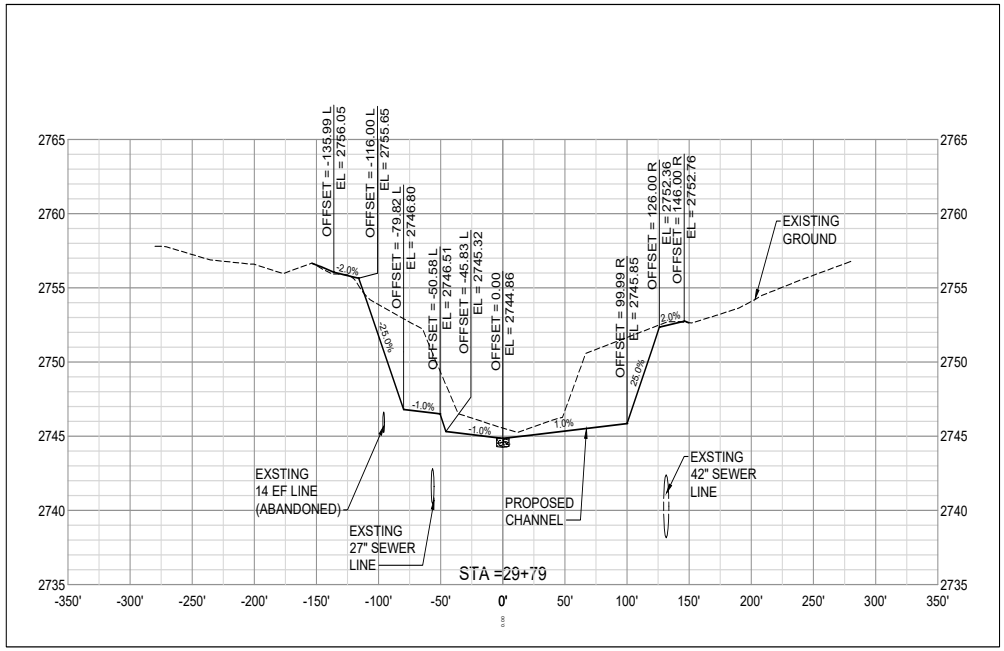
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 28+50
STA. 29+00

C-329

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-329-9728.dwg LAYOUT NAME: C-329 PRINTED: Tuesday, May 25, 2021 - 5:35pm USER: RSkinner





HORIZ SCALE 0 50' 100'

VERT SCALE 0 5' 10'

PACKET 16.328 October 12, 2021

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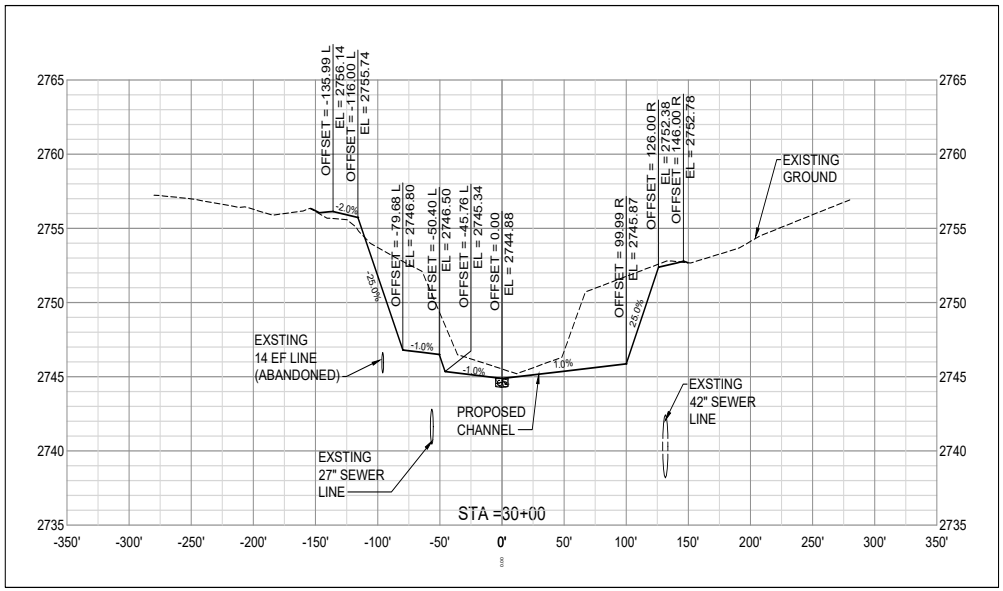
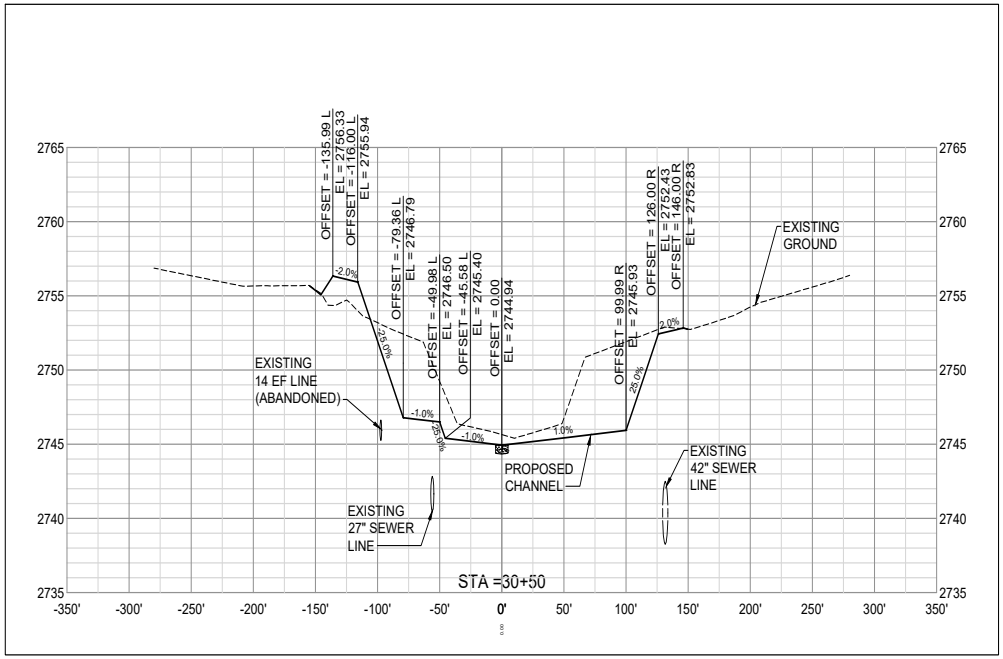
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 29+50
STA. 29+79

C-330

FILE NAME: A:\2022\09728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-330-9728.dwg LAYOUT NAME: C-330 PRINTED: Tuesday, May 25, 2021 - 5:38pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.329 October 12, 2021

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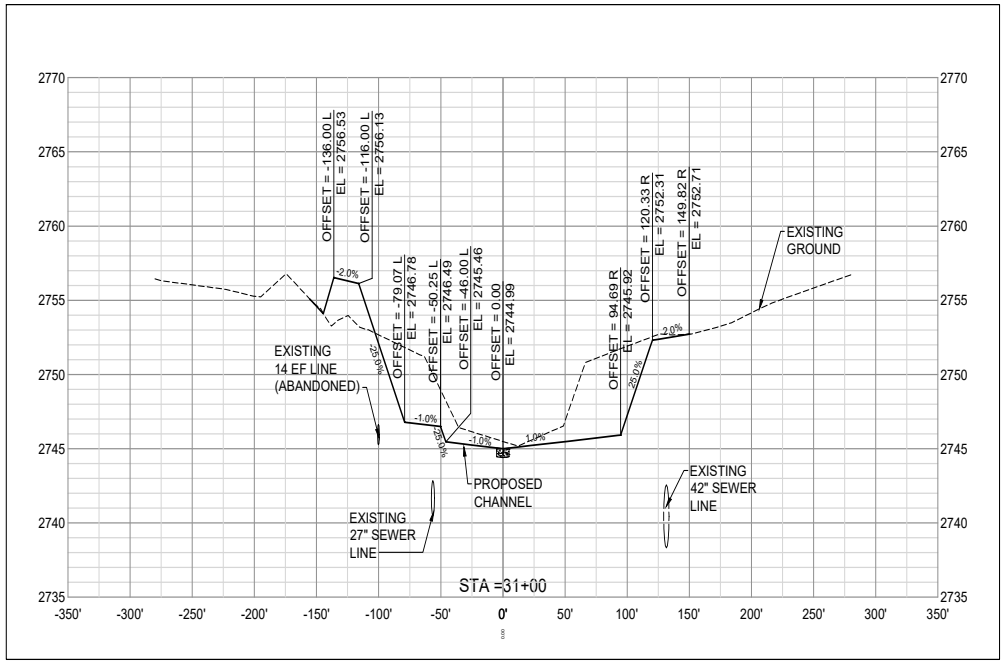
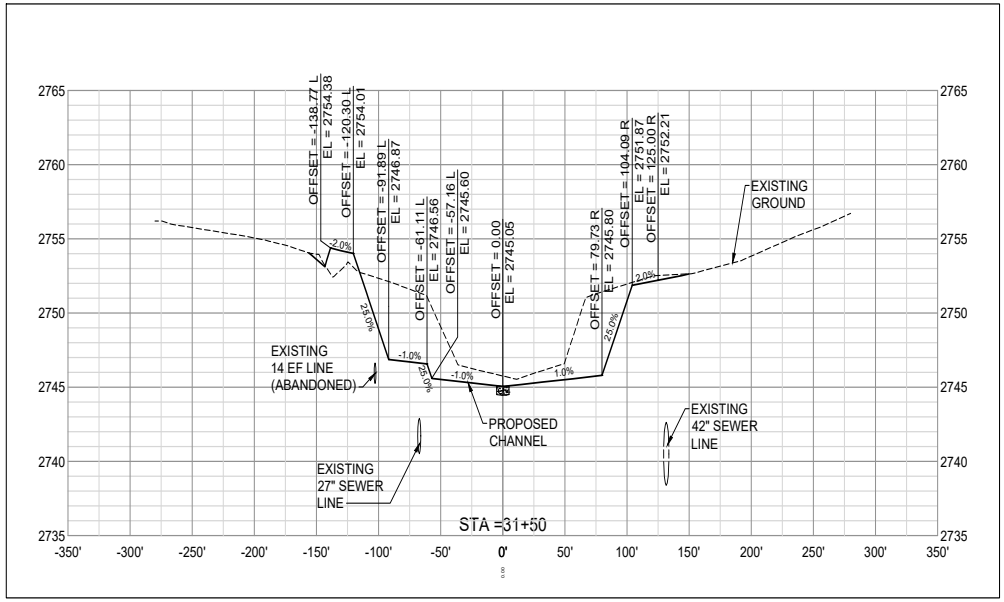
1 05/28/2021 BID SET
DATE DESCRIPTION

CROSS SECTIONS
STA. 30+00
STA. 30+50

C-331

FILE NAME: A:\2022\09728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-331-9728.dwg LAYOUT NAME: C-331 PRINTED: Tuesday, May 25, 2021 - 5:50pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.330 October 12, 2021

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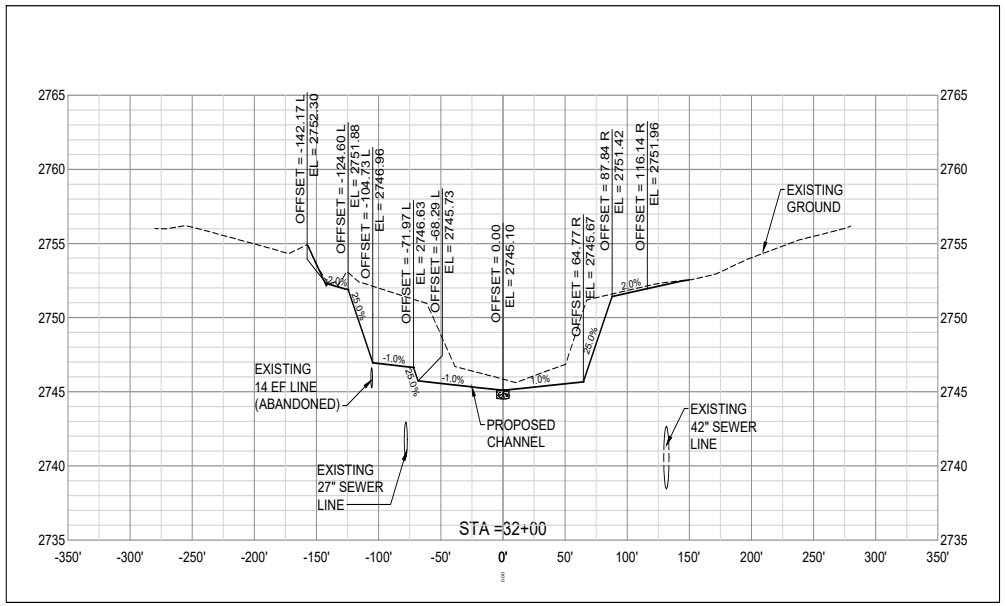
PROJECT NO.
01.9728.20

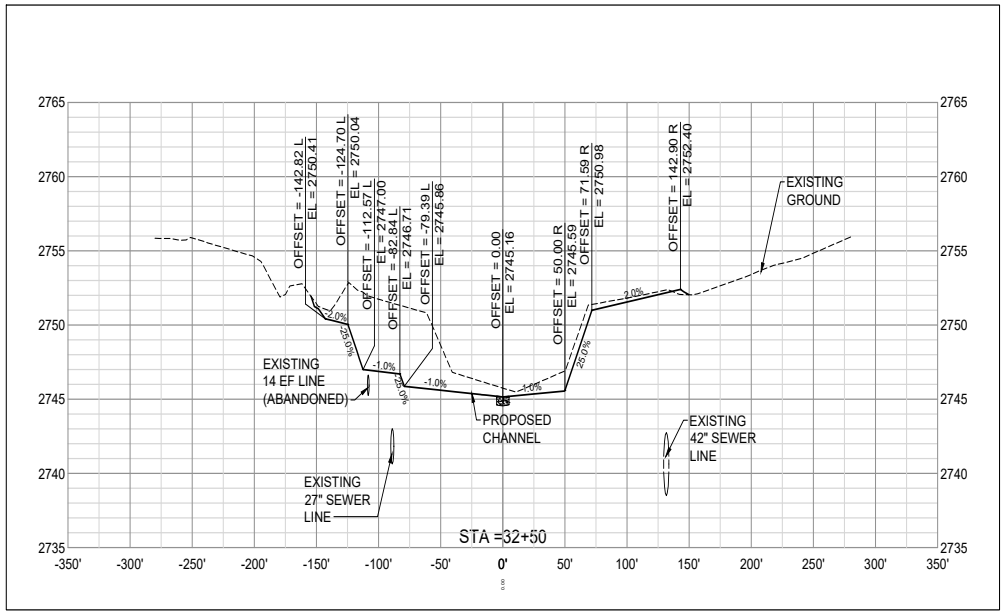
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 31+00
STA. 31+50

C-332

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-332-9728.dwg LAYOUT NAME: C-332 PRINTED: Tuesday, May 25, 2021 - 5:55pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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PROJECT NO.
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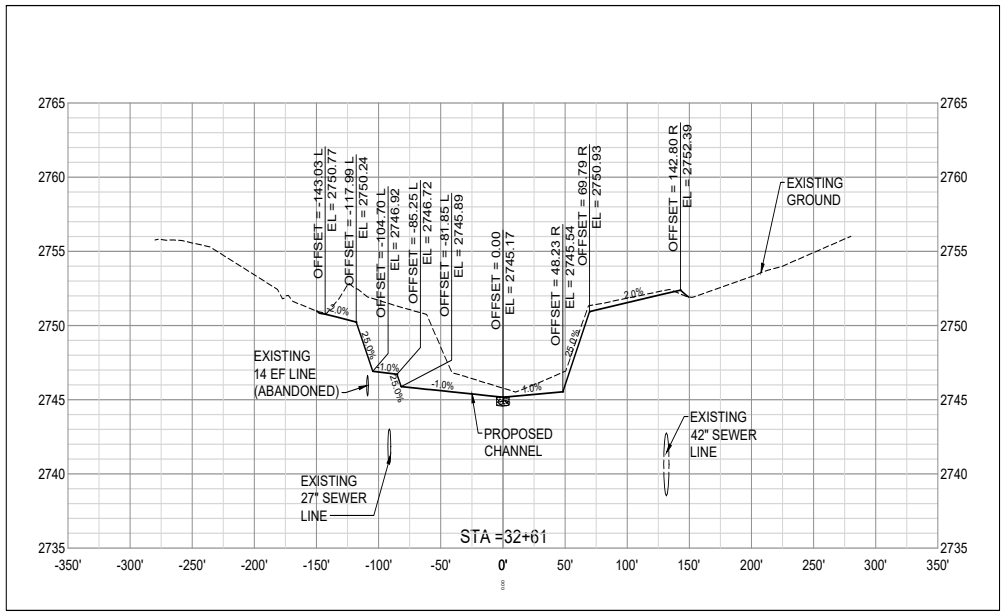
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

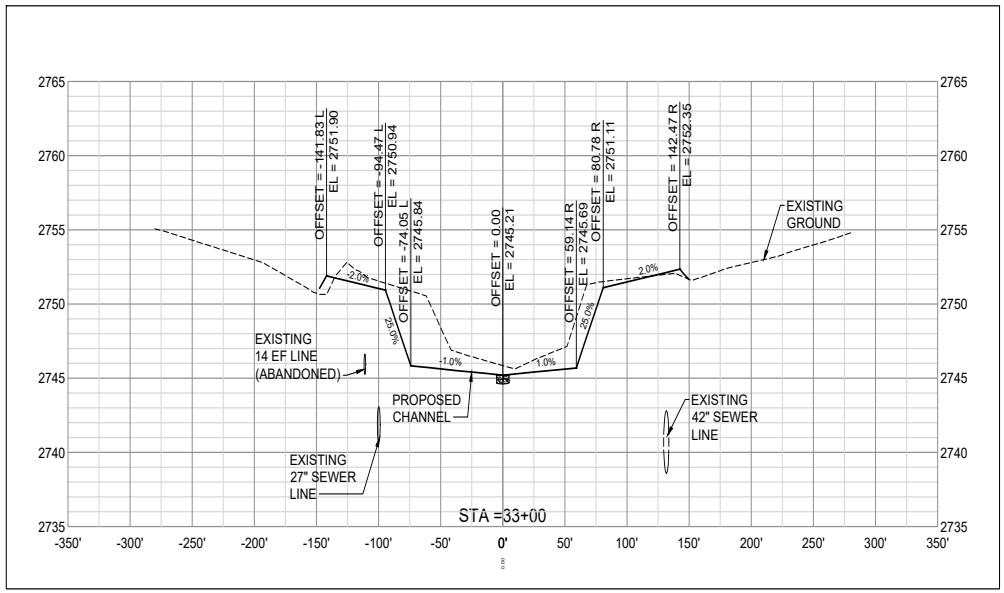
CROSS SECTIONS
STA. 32+00
STA. 32+50

C-333

PACKET 16.331 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-333-9728.dwg LAYOUT NAME: C-333 PRINTED: Tuesday, May 25, 2021 - 5:59pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.332 October 12, 2021

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PROJECT NO.
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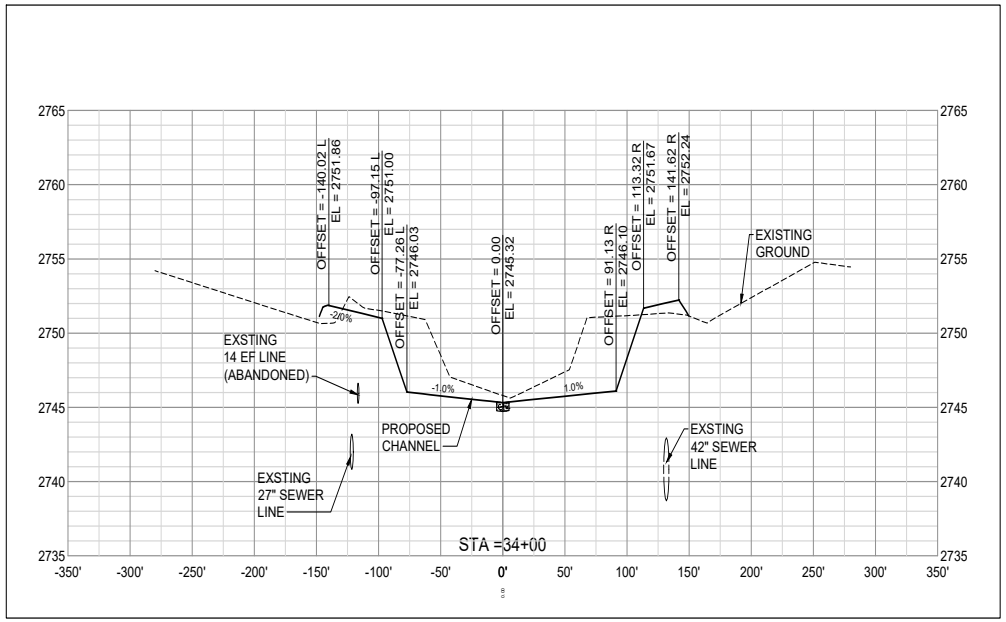
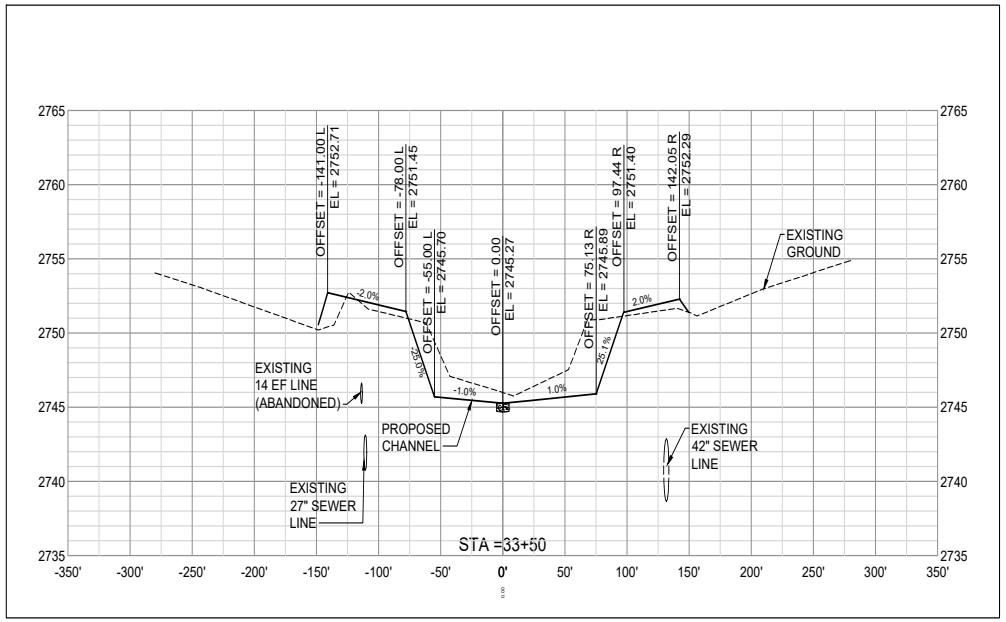
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 32+61
STA. 33+00

C-334

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-334-9728.dwg LAYOUT NAME: C-334 PRINTED: Tuesday, May 25, 2021 - 6:01pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

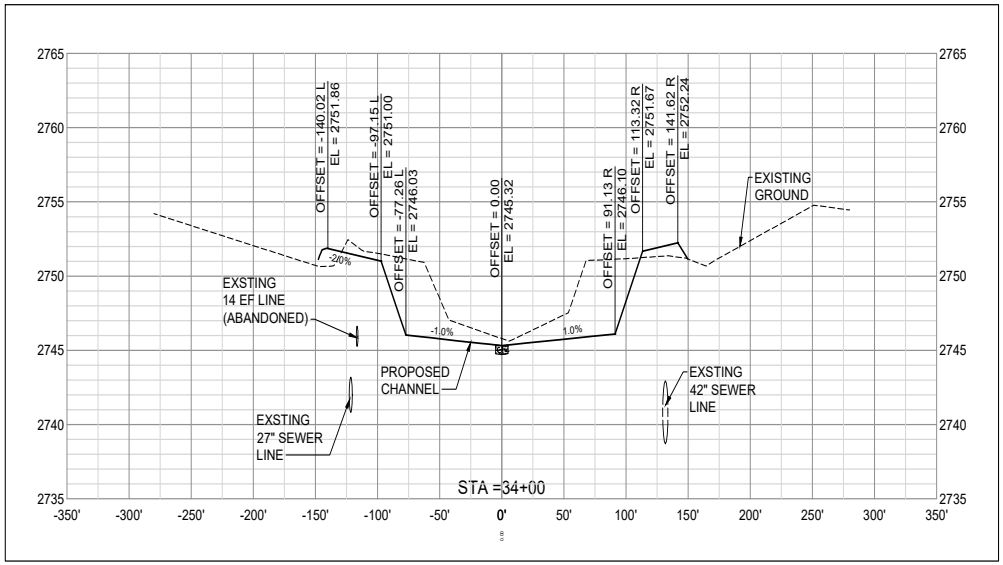
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

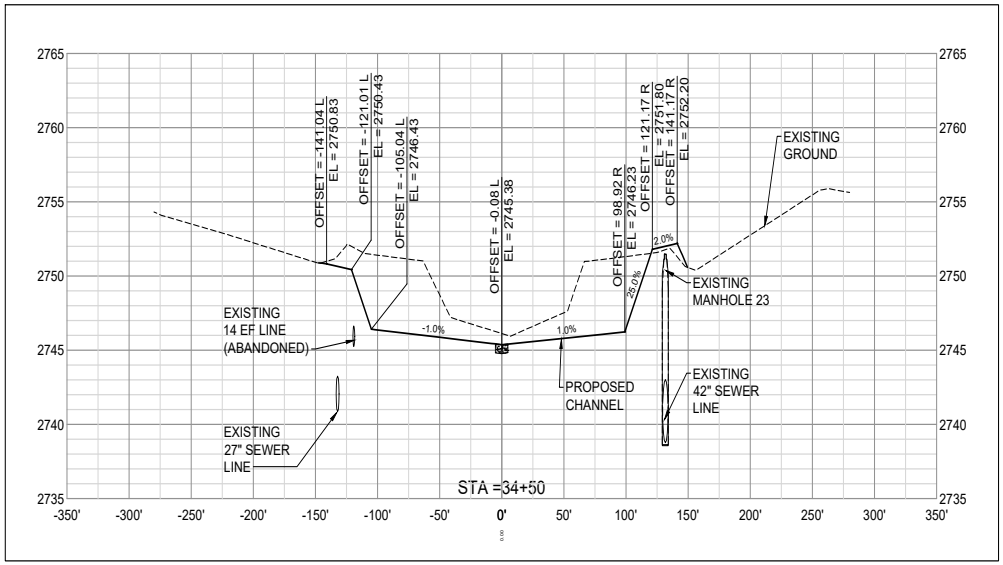
CROSS SECTIONS
STA. 33+50
STA. 34+00

C-335

PACKET 16.333 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-335-9728.dwg LAYOUT NAME: C-335 PRINTED: Tuesday, May 25, 2021 - 6:10pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.334

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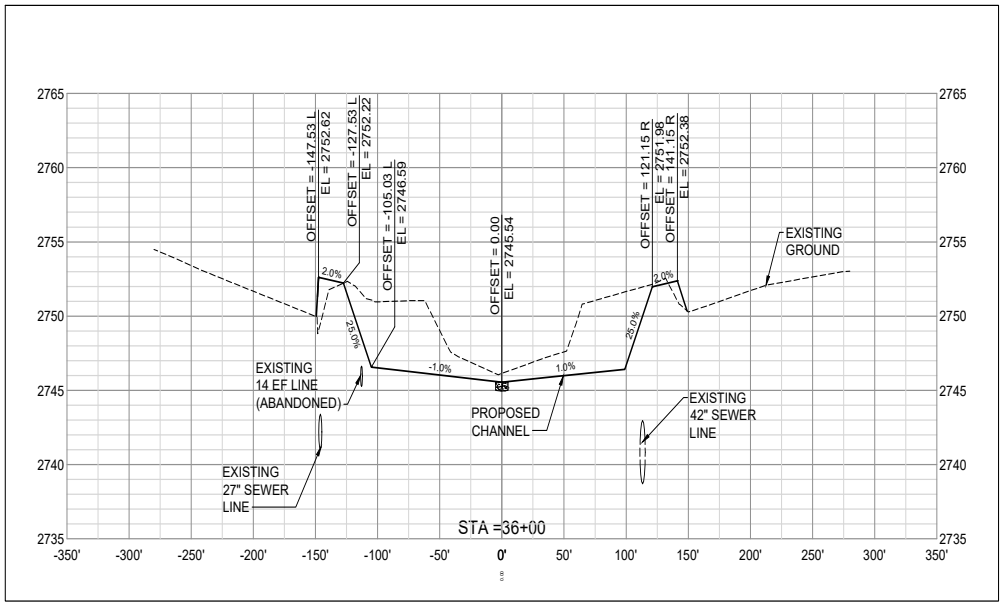
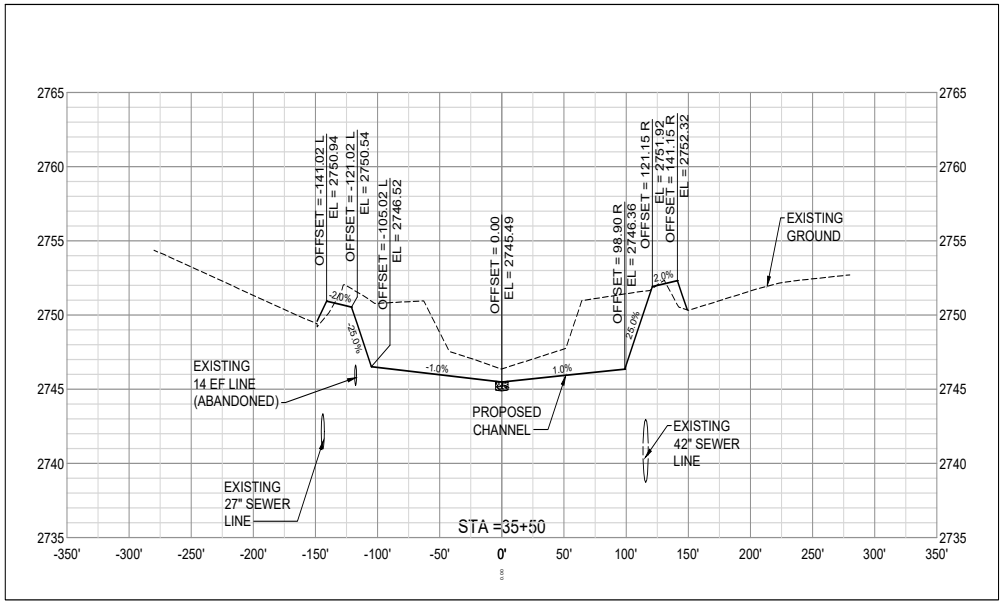
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 34+50
STA. 35+00

C-336

FILE NAME: A:\2022\09728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-336-9728.dwg LAYOUT NAME: C-336 PRINTED: Tuesday, May 25, 2021 - 6:07pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

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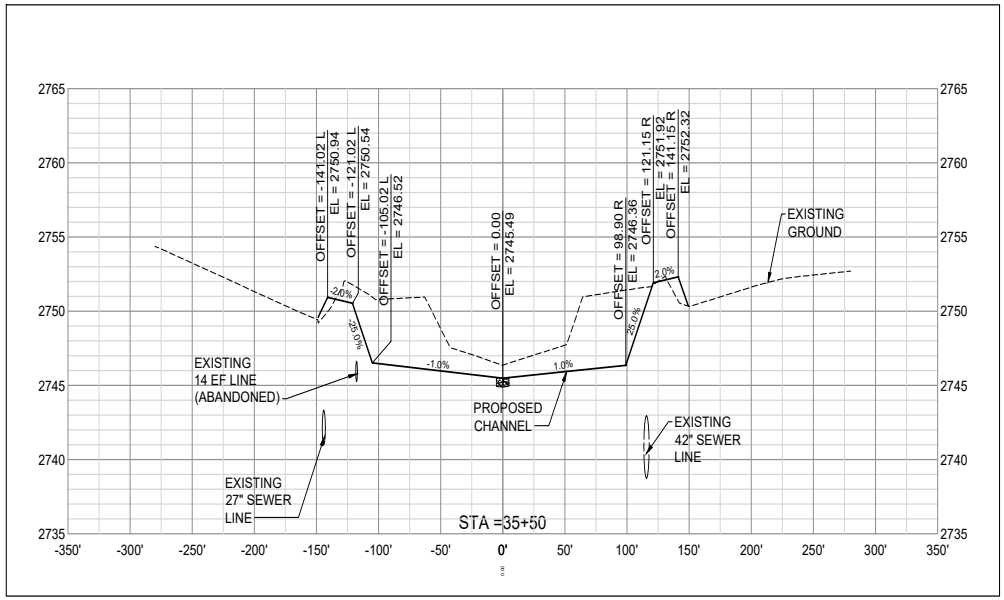
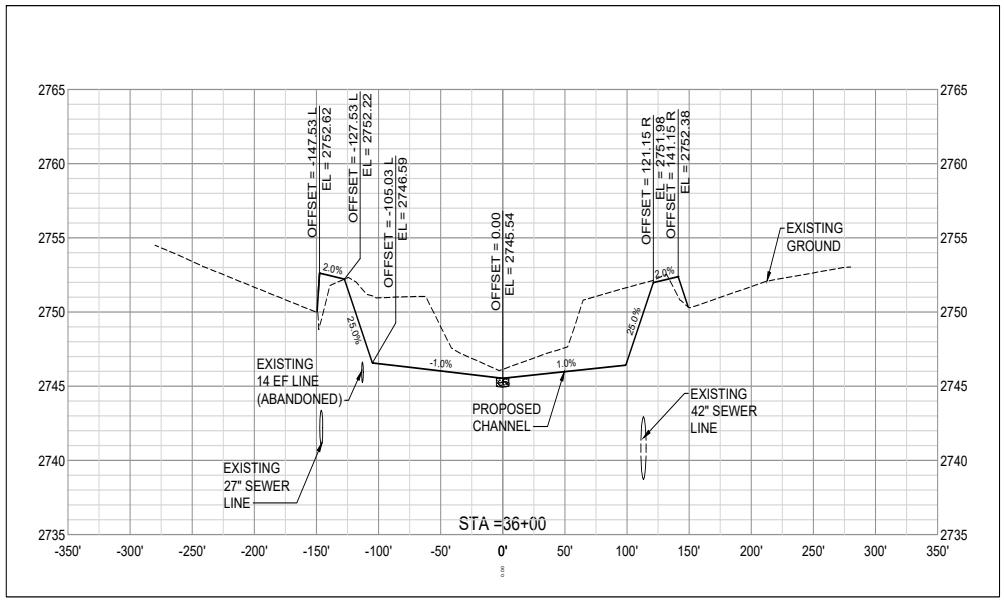
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 35+50
STA. 36+00

C-337

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-337-9728.dwg LAYOUT NAME: C-337 PRINTED: Tuesday, May 25, 2021 - 6:13pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.336 October 12, 2021

Parkhill

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MIDLAND DRAW WIDENING
FRONT STREET TO GOLF COURSE ROAD

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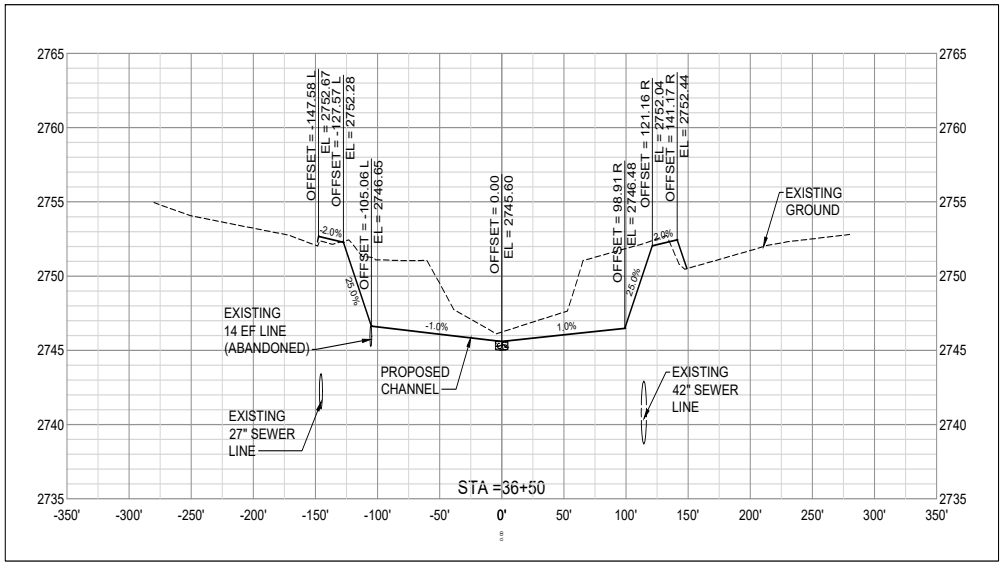
PROJECT NO.
01.9728.20

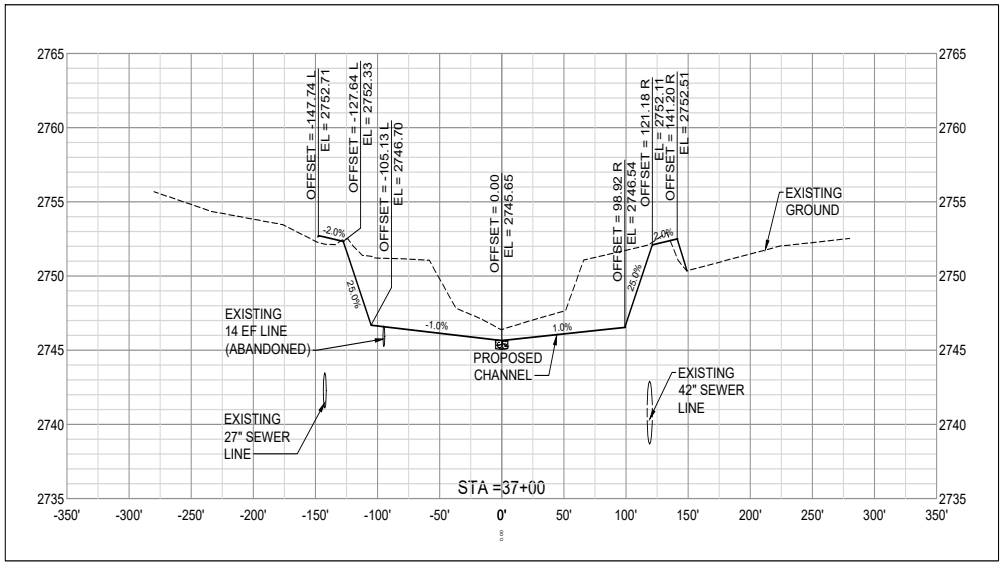
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 36+50
STA. 37+00

C-338

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-338-9728.dwg LAYOUT NAME: C-338 PRINTED: Tuesday, May 25, 2021 - 6:15pm USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.337

October 12, 2021

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69100
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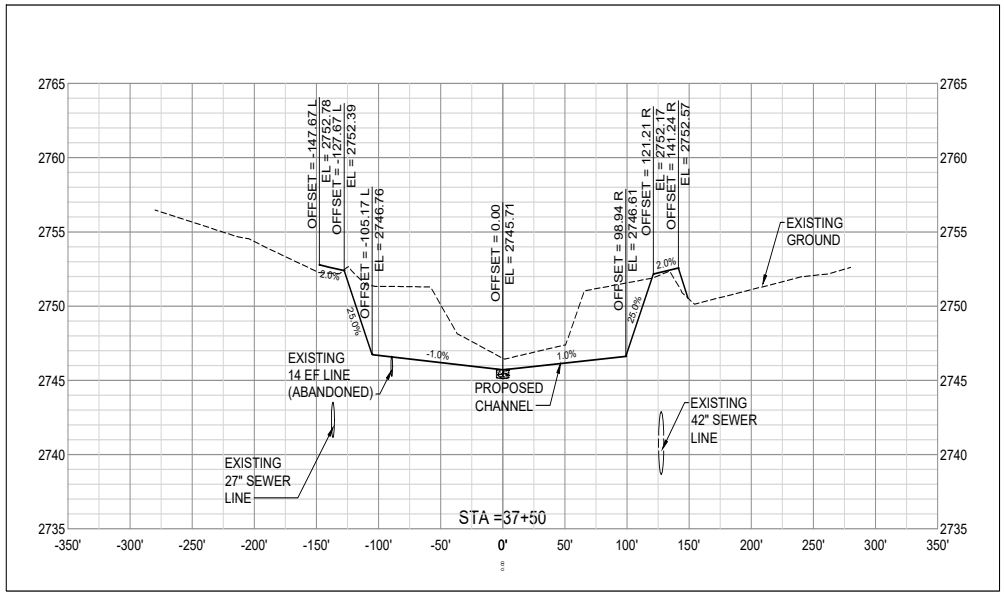
PROJECT NO.
01.9728.20

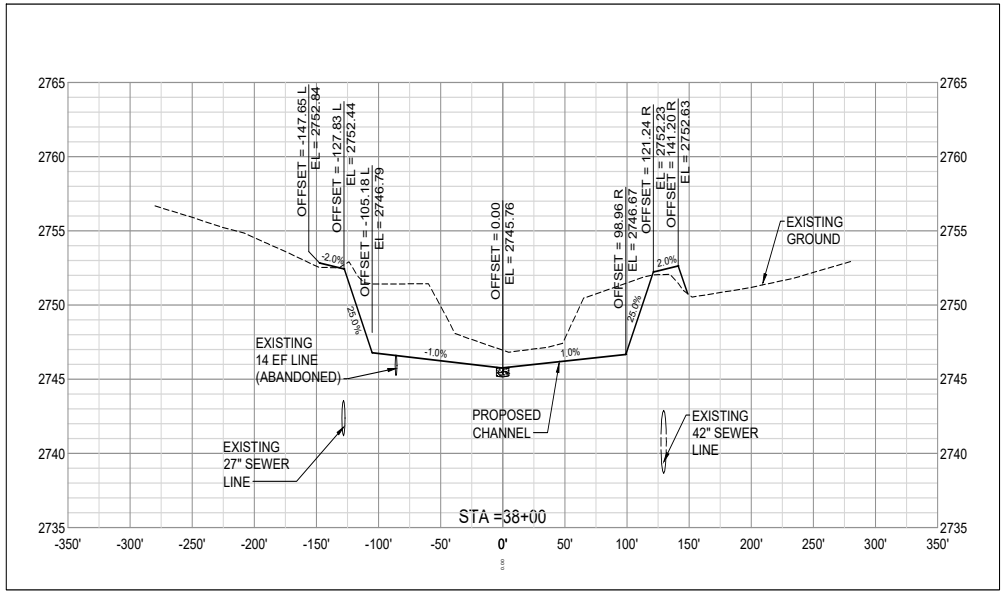
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 37+50
STA. 38+00

C-339

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\060_CIVIL\05_SHEETS\EARTHWORK SET\C-339-9728.dwg LAYOUT NAME: C-339 PRINTED: Tuesday, May 25, 2021 - 6:18pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

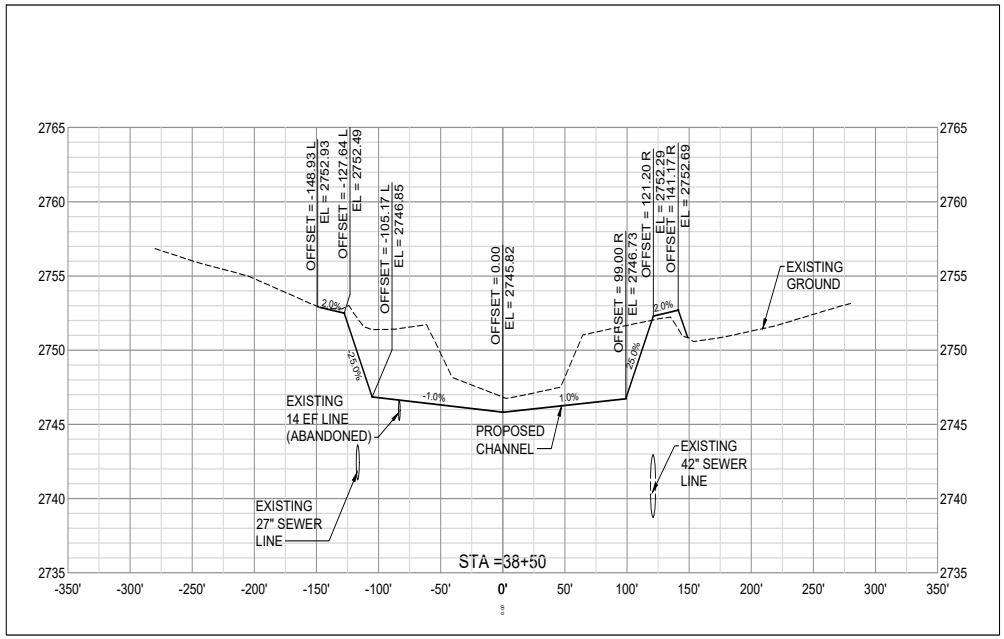
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

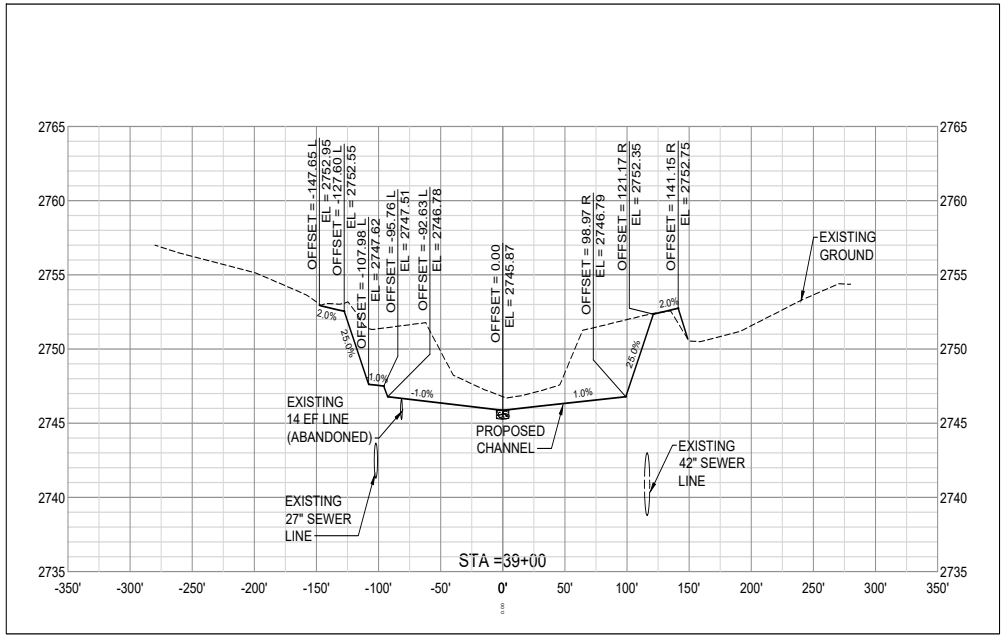
CROSS SECTIONS
STA. 38+50
STA. 39+00

C-340

PACKET 16.338 October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-340-9728.dwg LAYOUT NAME: C-340 PRINTED: Tuesday, May 25, 2021 - 6:22pm USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

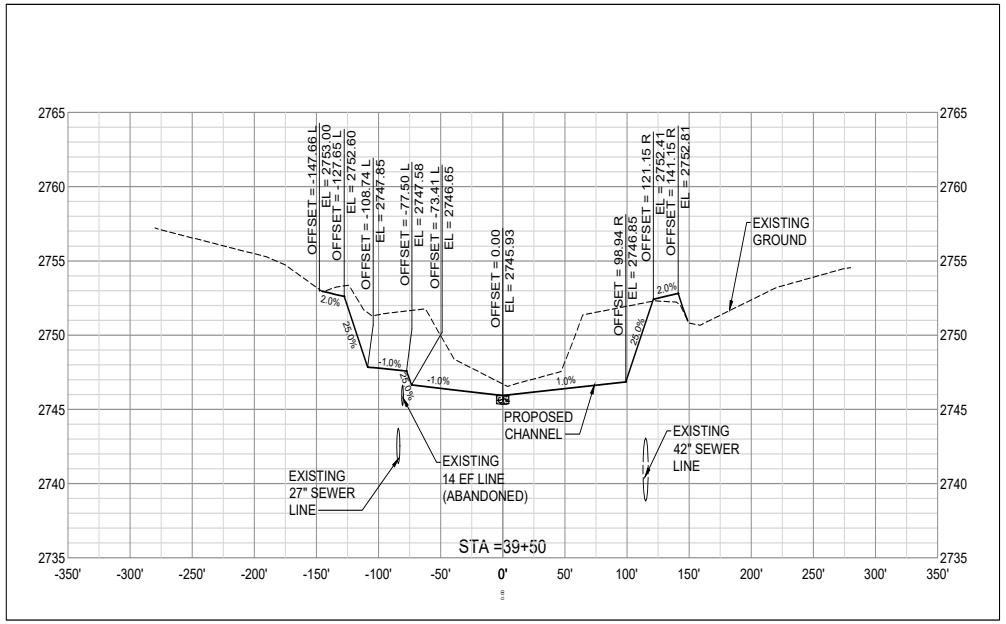
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

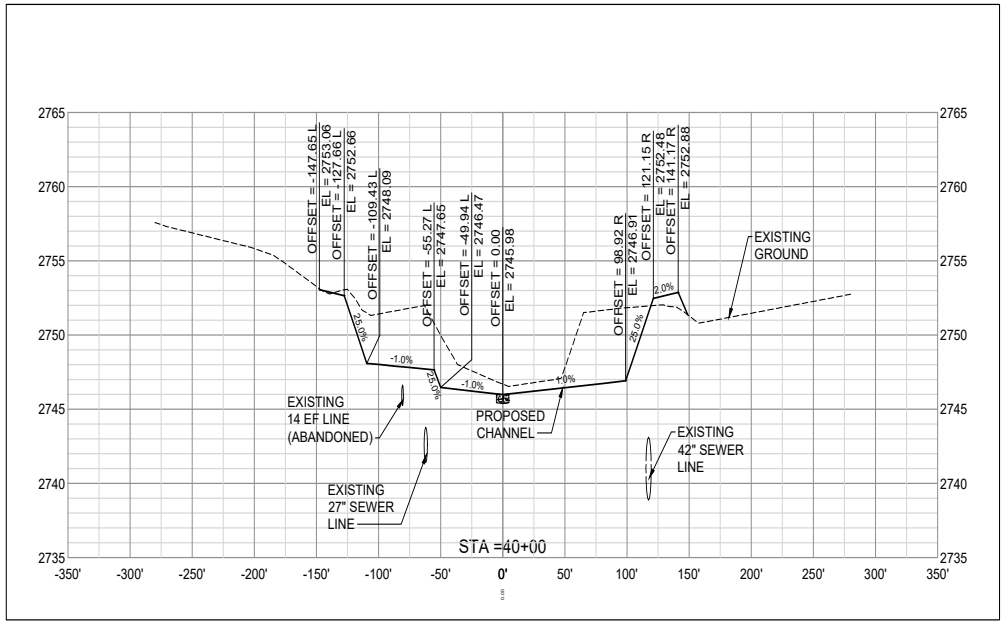
CROSS SECTIONS
STA. 39+50
STA. 40+00

C-341

PACKET 16.339 October 12, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-341-9728.dwg LAYOUT NAME: C-341 PRINTED: Wednesday, May 26, 2021 - 8:00am USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.340

October 12, 2021

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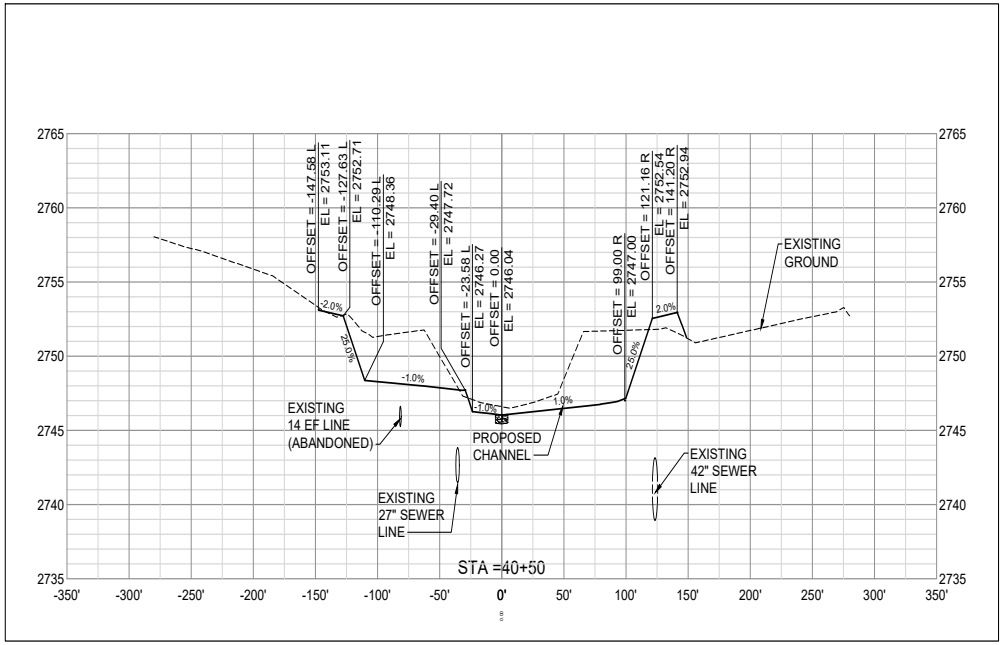
PROJECT NO.
01.9728.20

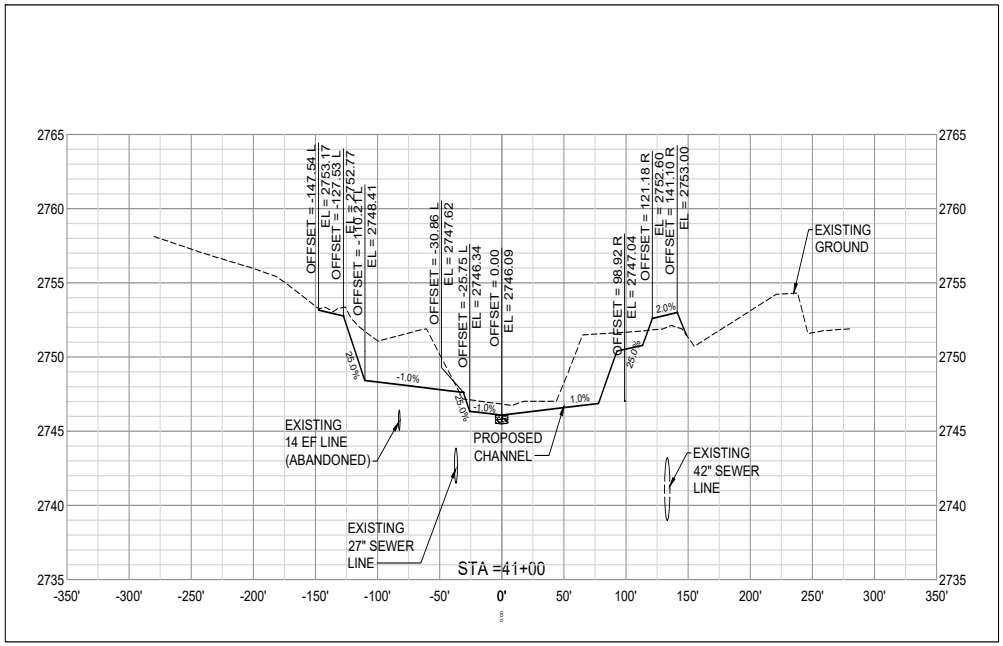
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 40+50
STA. 41+00

C-342

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-342-9728.dwg LAYOUT NAME: C-342 PRINTED: Wednesday, May 26, 2021 - 8:03am USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.341 October 12, 2021

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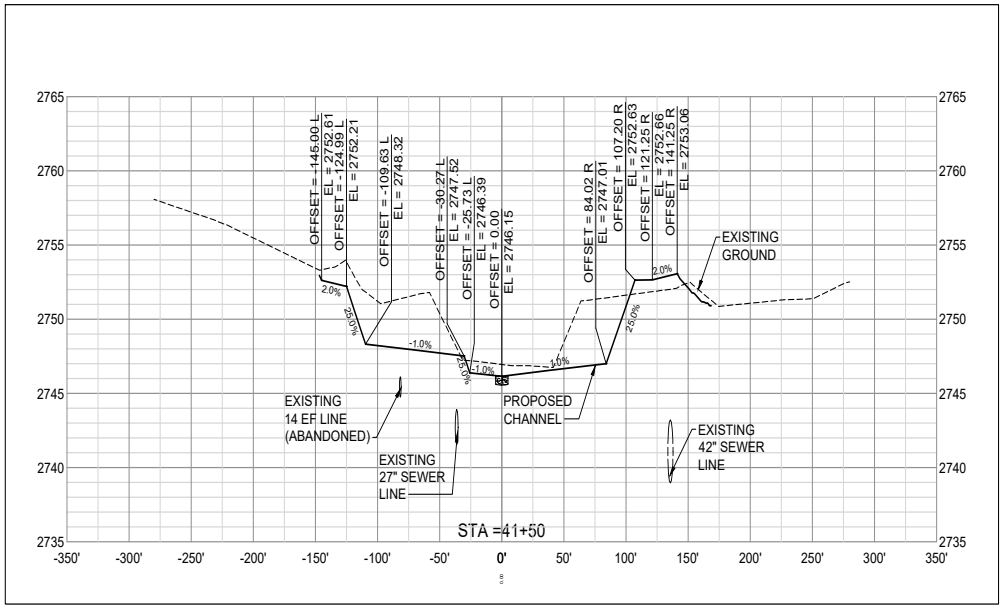
PROJECT NO.
01.9728.20

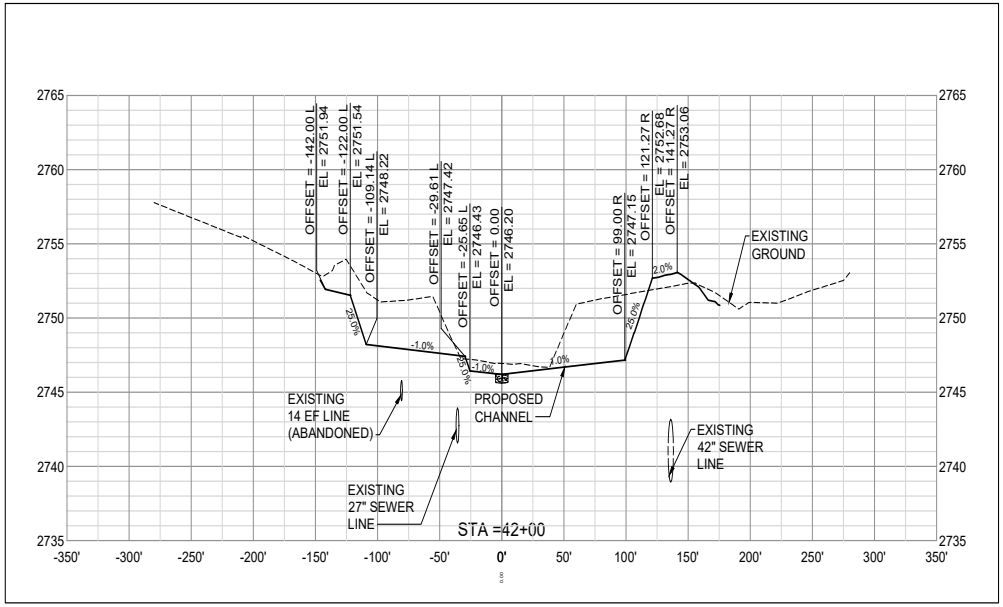
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 41+50
STA. 42+00

C-343

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-343-9728.dwg LAYOUT NAME: C-343 PRINTED: Wednesday, May 26, 2021 - 8:05am USER: RSkinner





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.342 October 12, 2021

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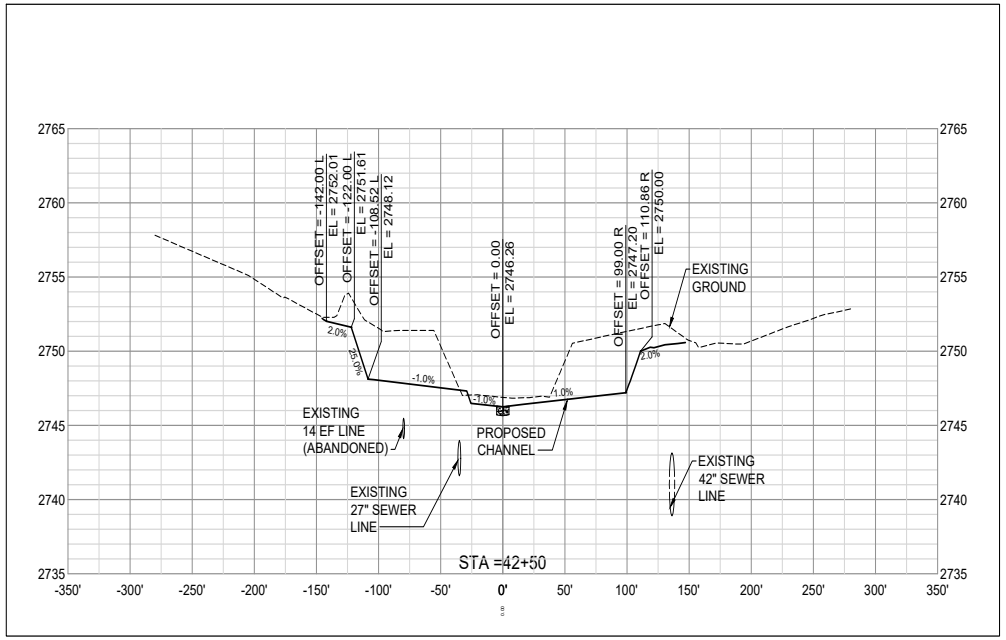
PROJECT NO.
01.9728.20

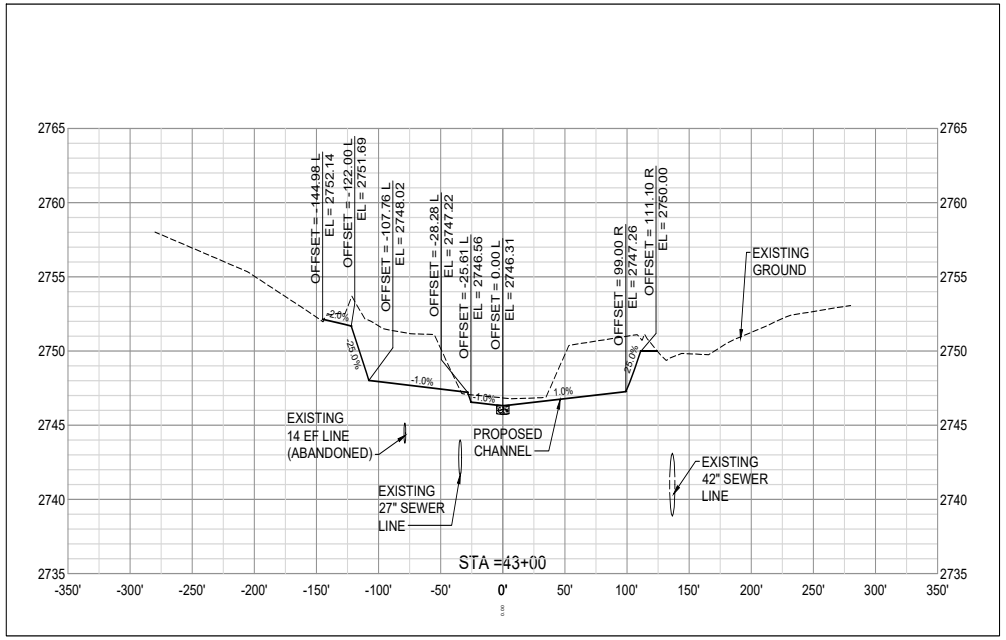
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 42+50
STA. 43+00

C-344

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-344-9728.dwg LAYOUT NAME: C-344 PRINTED: Wednesday, May 26, 2021 - 8:07am USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.343

October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-345-9728.dwg LAYOUT NAME: C-345 PRINTED: Wednesday, May 26, 2021 - 8:09am USER: RSkinner

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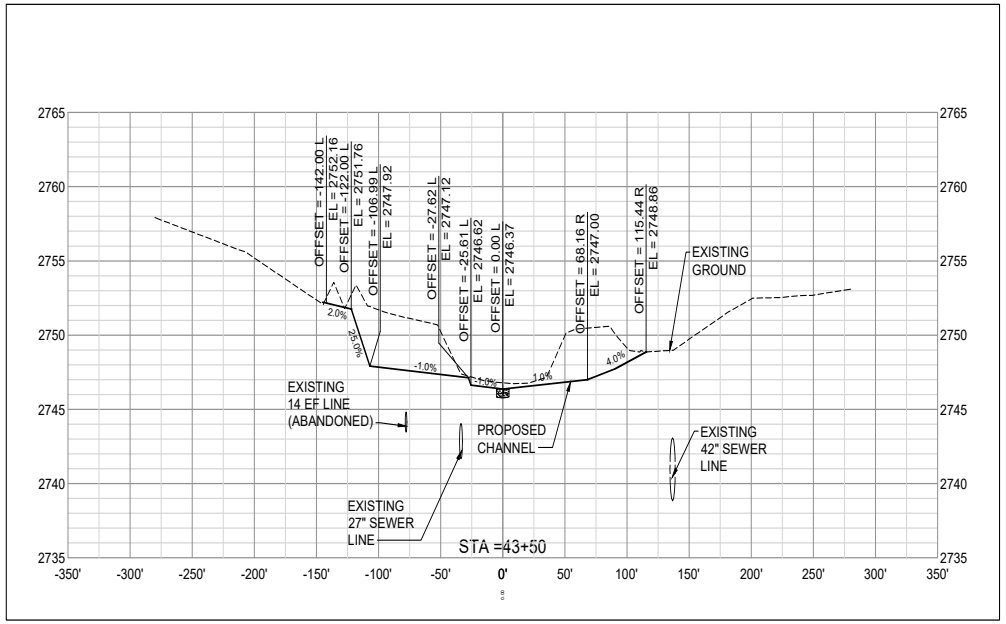
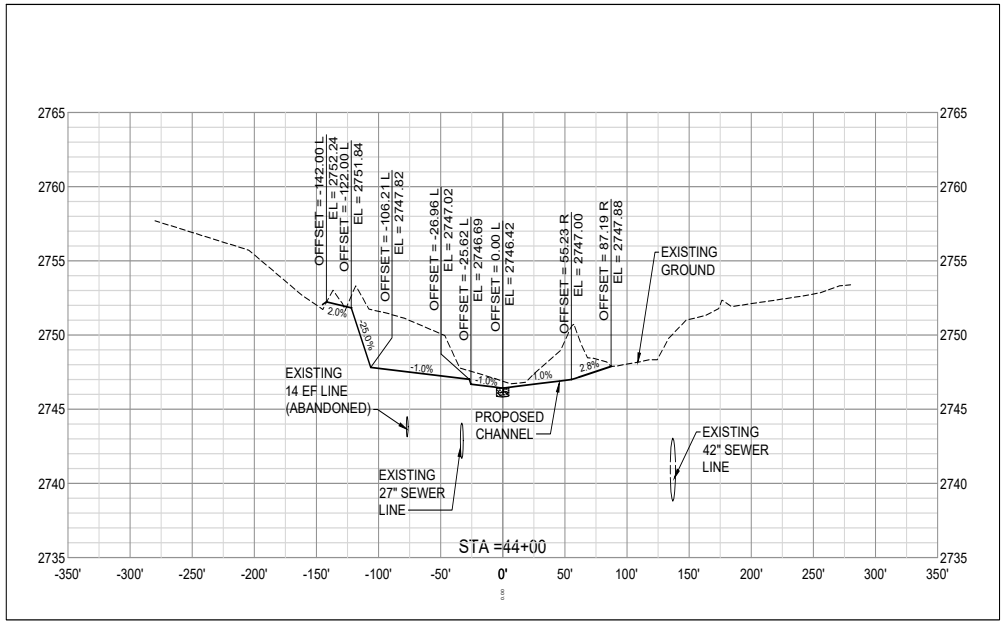
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 43+50
STA. 44+00

C-345





0 50' 100'
HORIZ SCALE
0 5' 10'
VERT SCALE

PACKET 16.344 October 12, 2021

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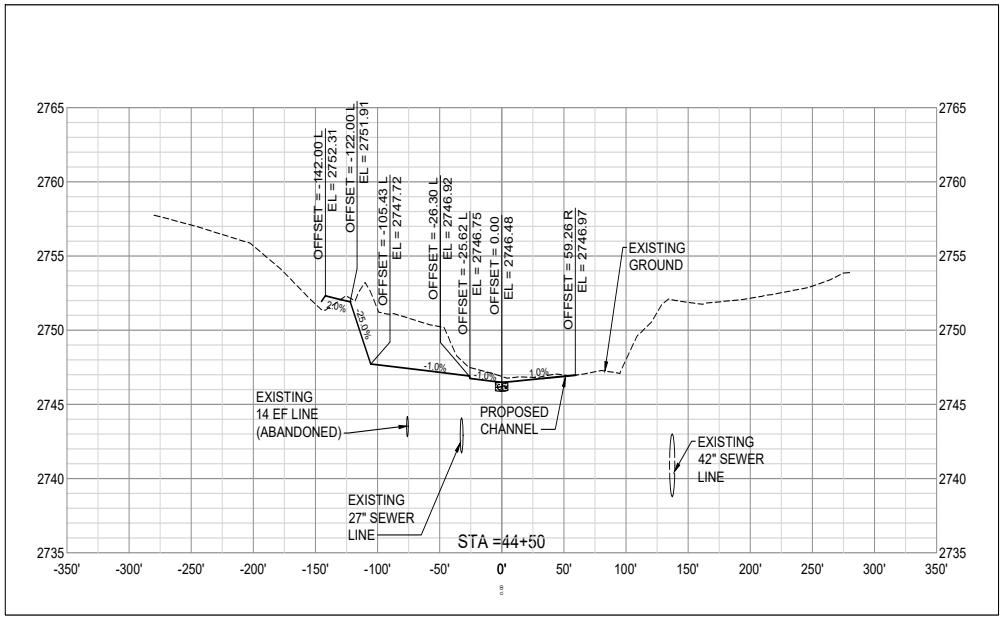
PROJECT NO.
01.9728.20

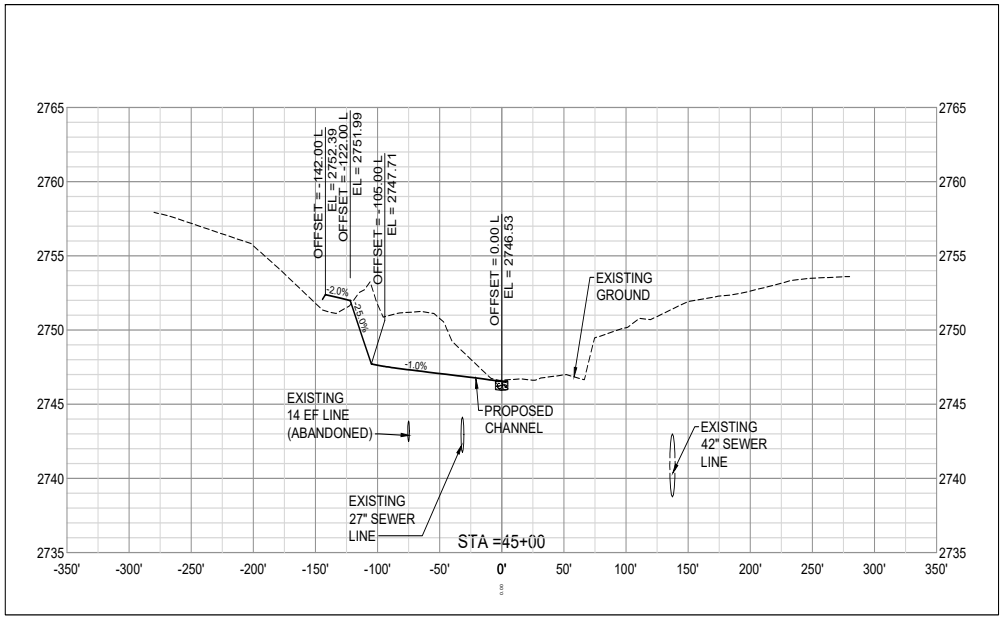
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 44+50
STA. 45+00

C-346

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-346-9728.dwg LAYOUT NAME: C-346 PRINTED: Wednesday, May 26, 2021 - 8:11am USER: RSkinner





0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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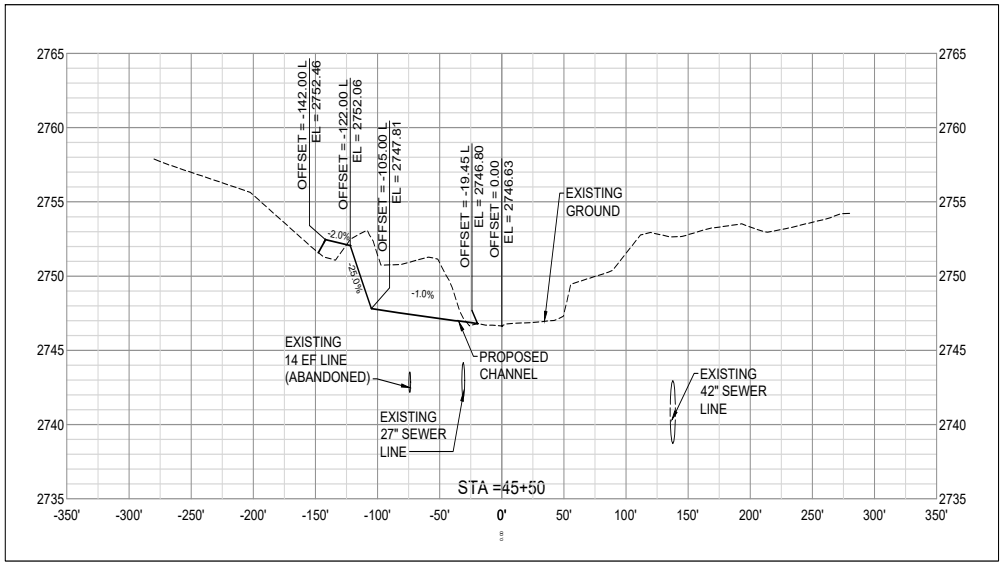
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

CROSS SECTIONS
STA. 45+50
STA. 46+00

C-347

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-347-9728.dwg LAYOUT NAME: C-347 PRINTED: Wednesday, May 26, 2021 - 8:13am USER: RSkinner



0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

PACKET

16.346

October 12, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-348-9728.dwg LAYOUT NAME: C-348 PRINTED: Wednesday, May 26, 2021 - 8:28am USER: RSkinner

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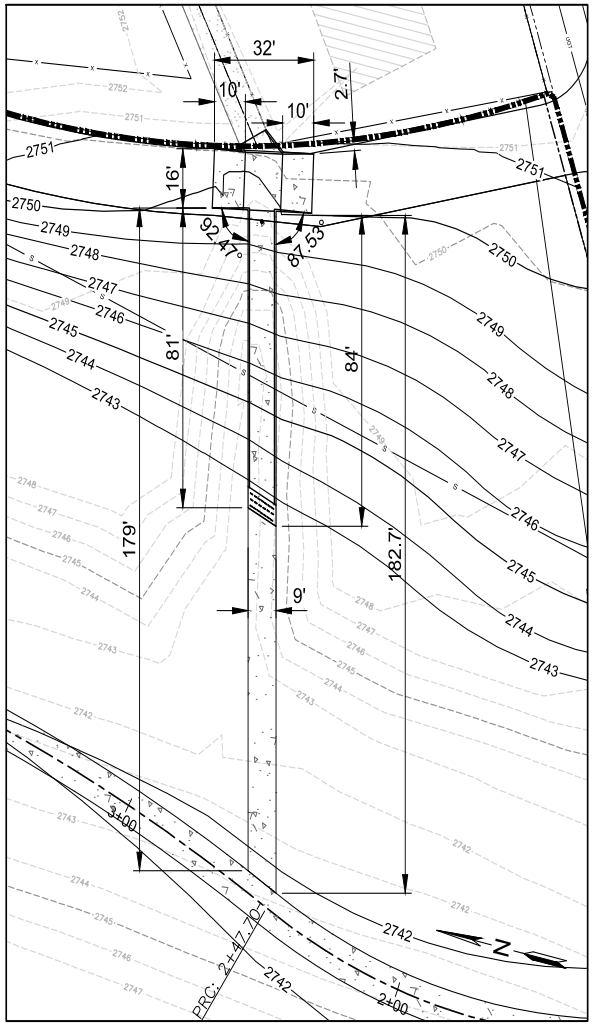
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

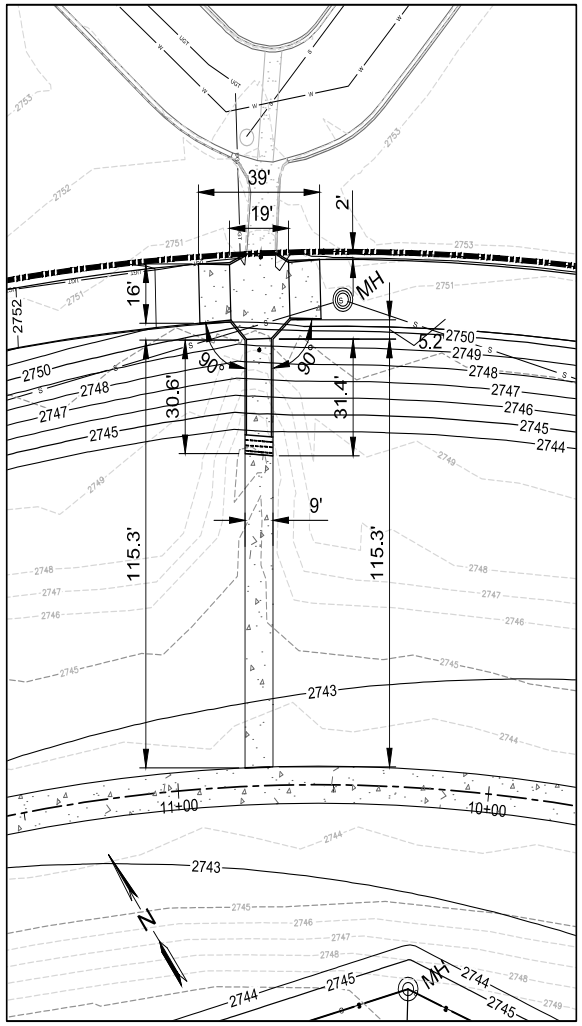
CROSS SECTION
STA. 46+50

C-348

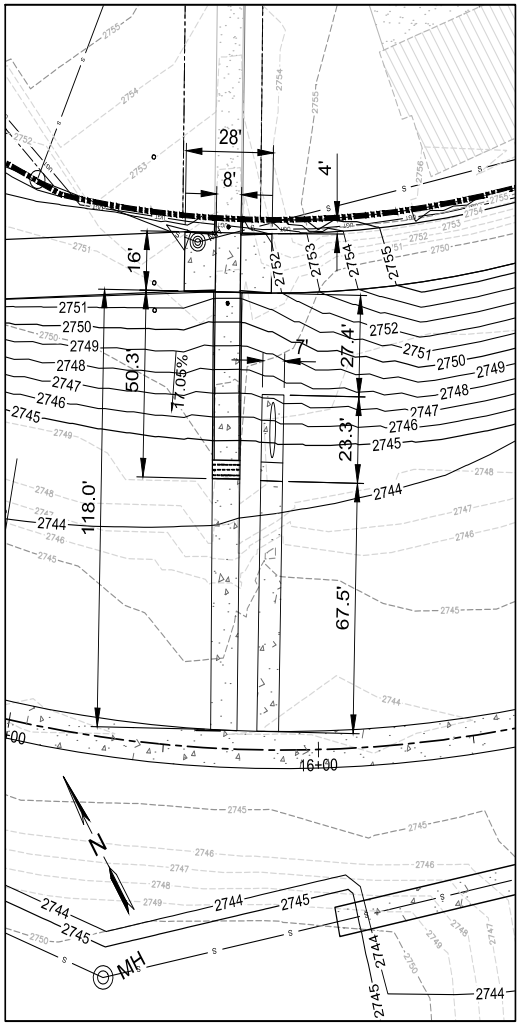
FLUME 1
STA 00+96 - EAST



FLUME 2
STA 10+10 - EAST



FLUME 3
STA 15+75 - EAST



PACKET

16.347

NOTE:
FLUME CONSTRUCTION DETAIL IS LOCATED ON SHEET C-503

October 12, 2021

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PROJECT NO.
01.9728.20

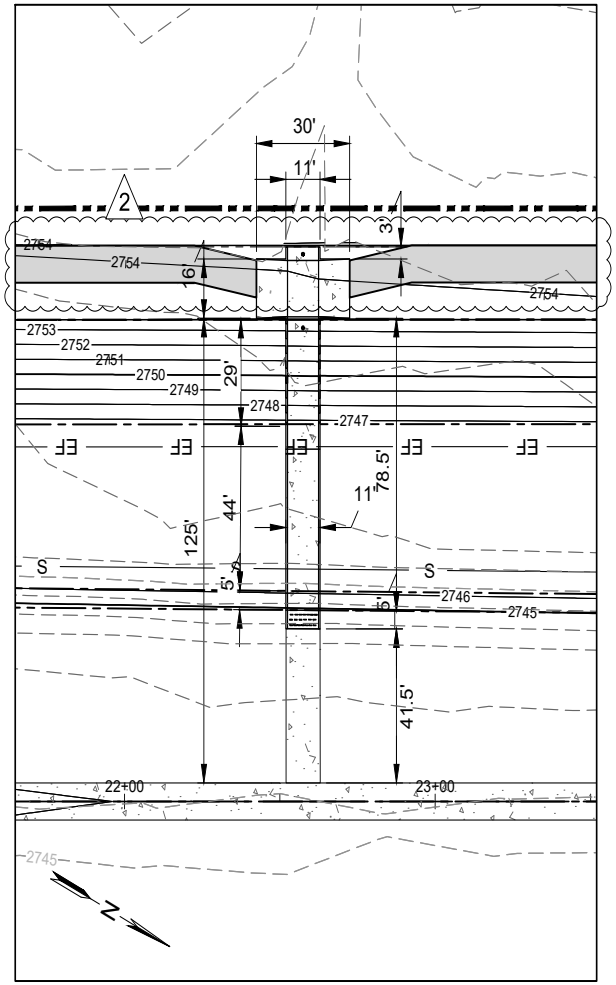
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

FLUME LAYOUTS
SHEET 1 OF 2

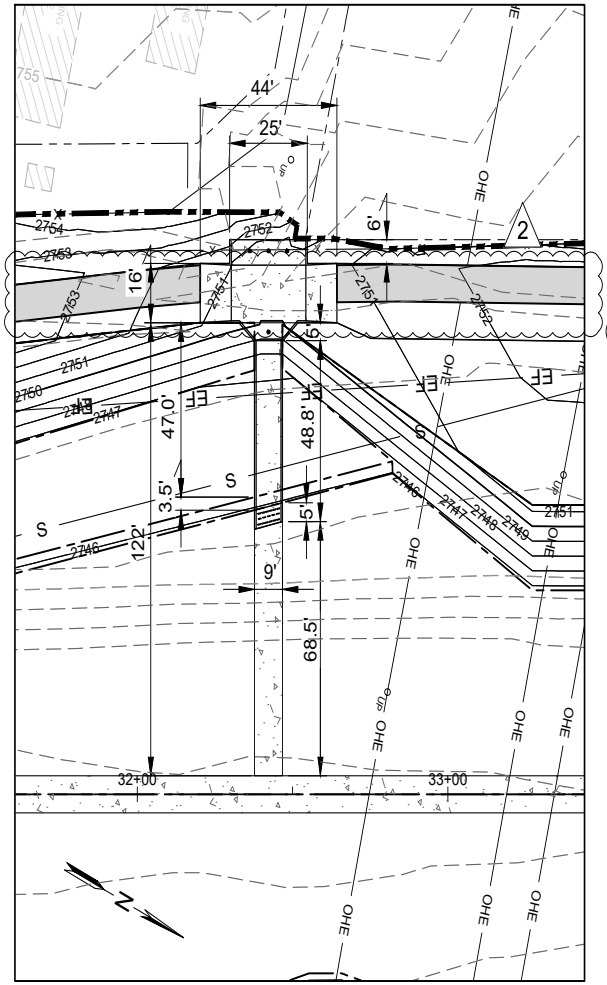
C-349

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-349-9728.dwg LAYOUT NAME: C-349 PRINTED: Wednesday, May 26, 2021 - 8:32am USER: RSkinner

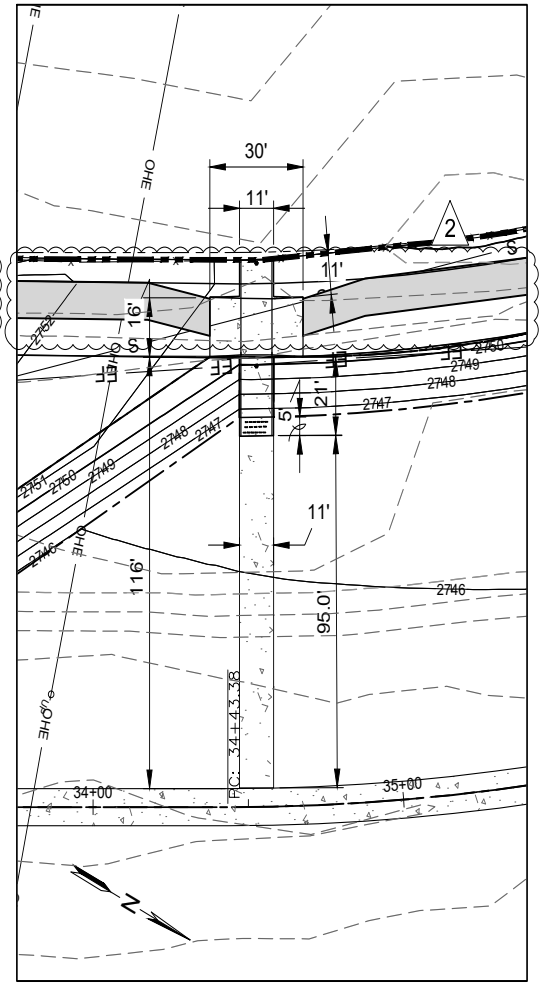
FLUME 4
STA 27+80 - WEST



FLUME 5
STA 32+66 - WEST



FLUME 6
STA 34+74 - WEST



PACKET

16.348

NOTE:
FLUME CONSTRUCTION DETAIL IS LOCATED ON SHEET C-503

October 12, 2021

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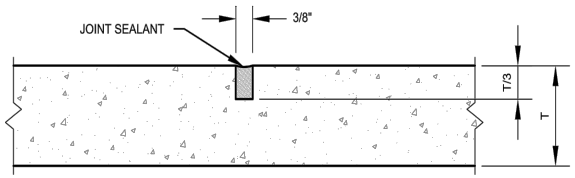
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

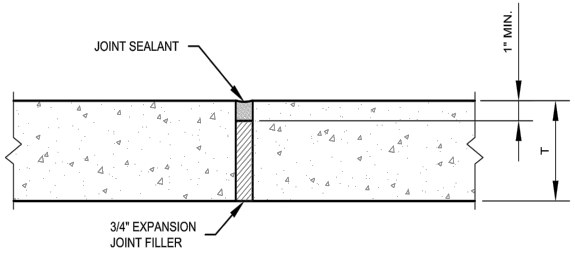
FLUME LAYOUTS
SHEET 2 OF 2

C-350

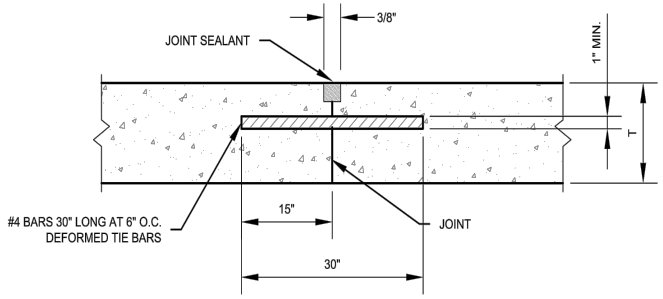
FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-350-9728.dwg LAYOUT NAME: C-350 PRINTED: Friday, July 16, 2021 - 10:40pm USER: MMartinez



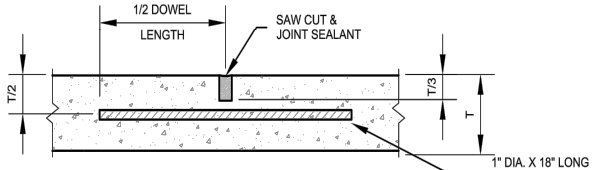
TYPE "A" SAW-CUT JOINT



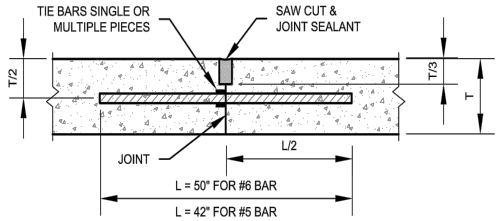
TYPE "B" DOWEL-LESS EXPANSION JOINT



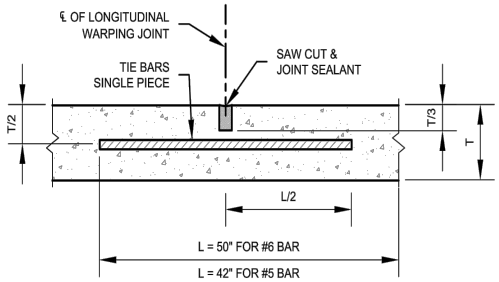
TYPE "C" CONSTRUCTION COLD JOINT



TYPE "D" TRANSVERSE CONTRACTION JOINT



TYPE "E" LONGITUDINAL CONTRACTION JOINT



TYPE "F" LONGITUDINAL CONTRACTION SAW-CUT JOINT

NOTES:

1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
4. TIE BARS ARE TO BE SET AT 24" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
5. ALL JOINT SEALANT TO BE TxDOT DMS-6310 SL-2 OR APPROVED EQUAL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 234(A)
	TYPICAL CONCRETE JOINTS		

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 234(B)
	TYPICAL CONCRETE JOINTS		

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

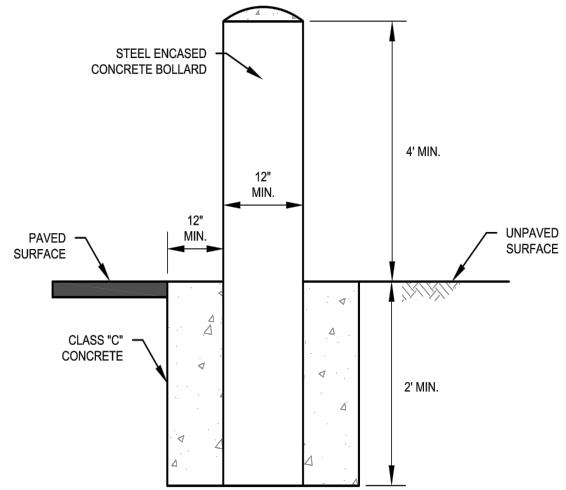
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PAVING, CONCRETE & MISC DETAILS
SHEET 1 OF 7

C-501

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-501-9728.dwg LAYOUT NAME: C-501 PRINTED: Wednesday, May 26, 2021 - 8:43am USER: RSkinner



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI, USE FIBER RENFORCED CONRETE PAVEMENT THROUGHOUT.
2. PAINT BOLLARD YELLOW.
3. BOLLARDS PLACED IN SERIES TO BE SPACED FIVE (5) FEET APART MEASURED FROM BOLLARD CENTER TO CENTER.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL BOLLARD		804

PACKET

16.350

October 12, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-502-9728.dwg LAYOUT NAME: C-502 PRINTED: Wednesday, May 26, 2021 - 8:45am USER: RSkinner

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

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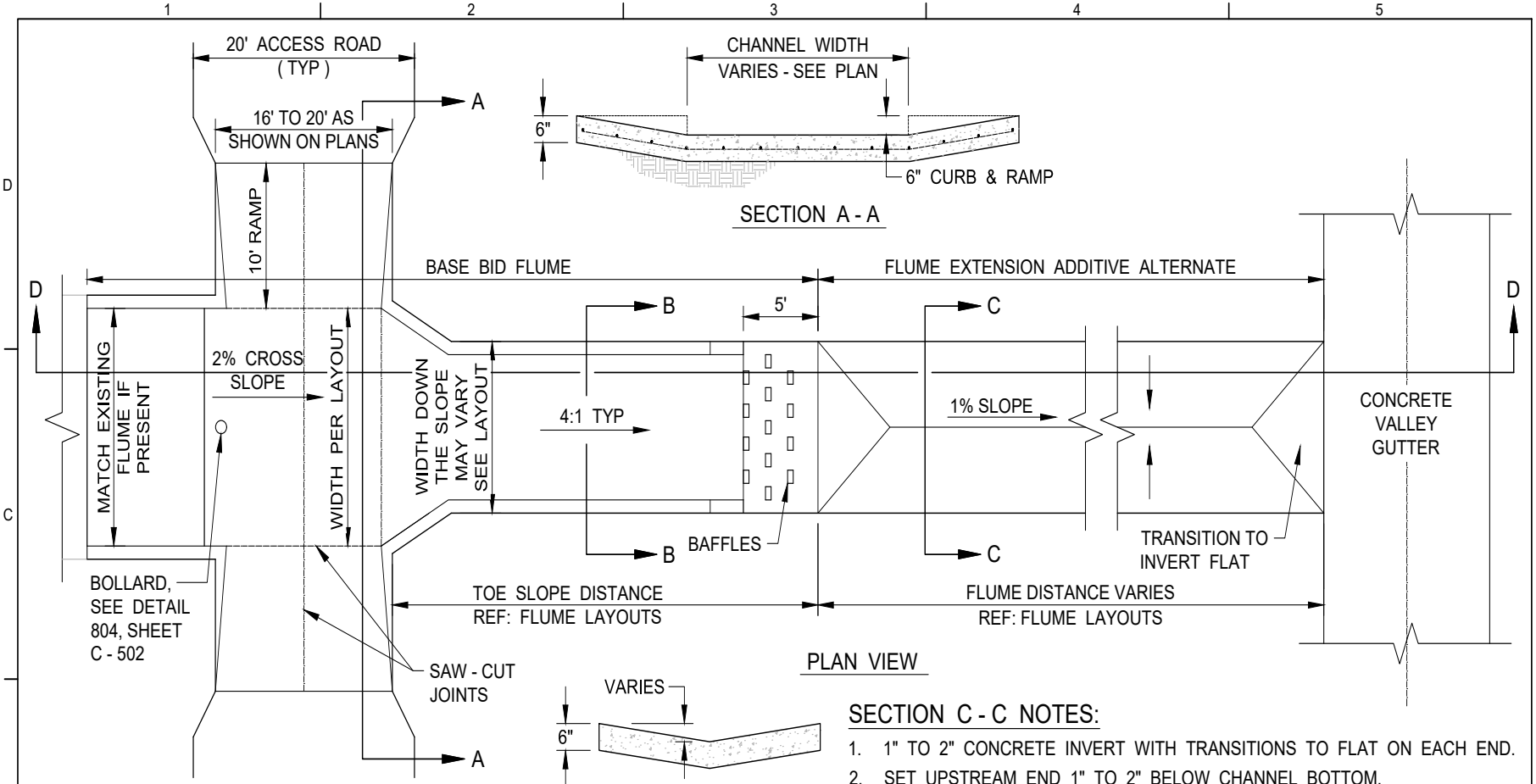
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PAVING, CONCRETE & MISC DETAILS
SHEET 2 OF 7

C-502



SECTION C - C NOTES:

1. 1" TO 2" CONCRETE INVERT WITH TRANSITIONS TO FLAT ON EACH END.
2. SET UPSTREAM END 1" TO 2" BELOW CHANNEL BOTTOM.
3. PROVIDE TRANSVERSE SAW - CUT JOINTS EVERY 10 FEET.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE REBAR REINFORCED OR FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT AS INDICATED BY THE DESIGN DRAWINGS. FLARED FLUME MOUTH TO BE NO LESS THAN DESIGN WIDTH OF RUNOFF PASSING OVER SCUPPER, ELEVATED CROSSING, OR SIDEWALK DURING THE 100 YEAR STORM EVENT.
2. SEAL ALL CONCRETE JOINTS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. BAFFLES ARE 12" x 6" x 6", PLACED IN A STAGGERED PATTERN NO MORE THAN 18" APART.

SECTION B - B NOTES:

1. CURB TO BE NO LESS THAN 6.0" OR MATCH EXISTING STREET CURB HEIGHT.
2. PROVIDE SAW - CUT JOINTS.
3. PROVIDE TRANSVERSE SAW - CUT JOINTS EVERY 10 FEET.
4. MATCH TOP OF CURB TO FINISHED SLOPE.

PACKET
16.351

A1 CONCRETE DRAINAGE FLUME

NOT TO SCALE

October 12, 2021

CONC_DRAN_FLUM.dwg

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-503A-9728.dwg LAYOUT NAME: C-503A PRINTED: Thursday, May 27, 2021 - 11:42am USER: RSkinner

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

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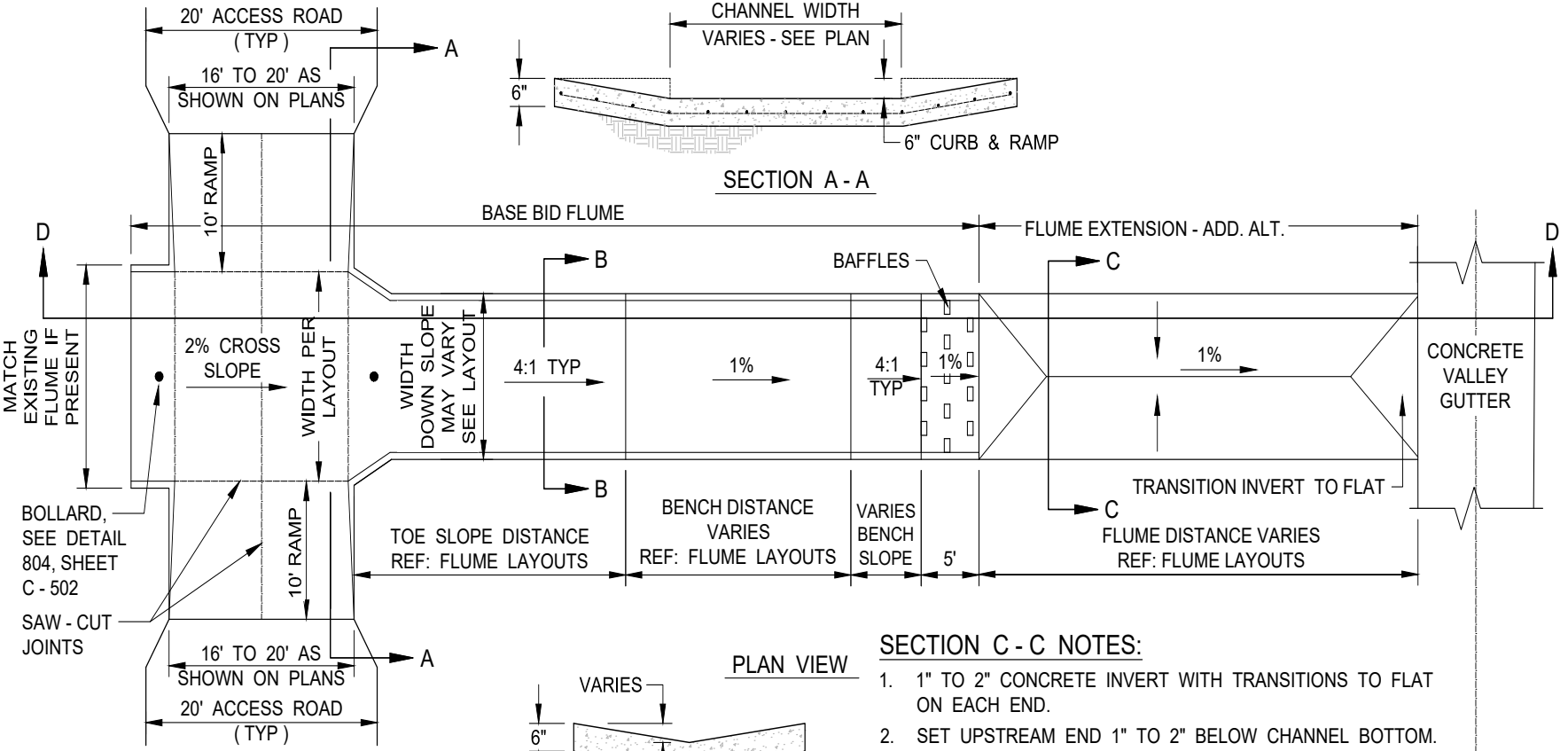
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PAVING, CONCRETE & MISC DETAILS
SHEET 3 OF 7

C-503A



SECTION C - C NOTES:

1. 1" TO 2" CONCRETE INVERT WITH TRANSITIONS TO FLAT ON EACH END.
2. SET UPSTREAM END 1" TO 2" BELOW CHANNEL BOTTOM.
3. PROVIDE TRANSVERSE SAW - CUT JOINTS EVERY 10 FEET.

SECTION B - B NOTES:

1. CURB TO BE NO LESS THAN 6.0" OR MATCH EXISTING STREET CURB HEIGHT.
2. PROVIDE SAW - CUT JOINTS.
3. PROVIDE TRANSVERSE SAW - CUT JOINTS EVERY 10 FEET.
4. MATCH TOP OF CURB TO FINISHED SLOPE.

NOTES:

1. SEE SHEET C-503A FOR NOTES

A1 CONCRETE DRAINAGE FLUME AT BENCH SHELF

NOT TO SCALE

PACKET 16.352 October 12, 2021

CONC_DRAN_FLUM_WITH_BNCH.dwg

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

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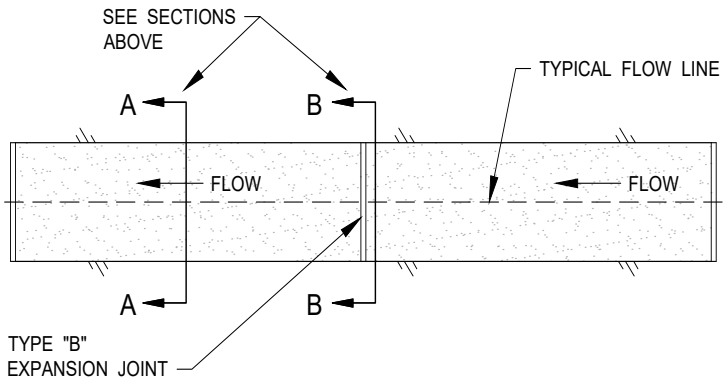
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

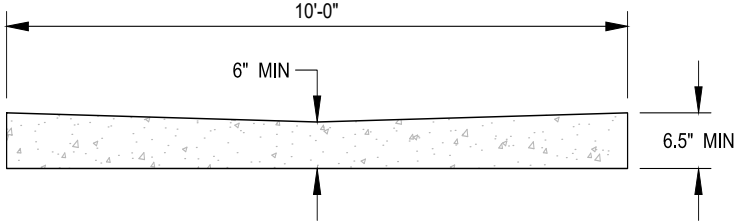
PAVING, CONCRETE & MISC DETAILS
SHEET 4 OF 7

C-503B

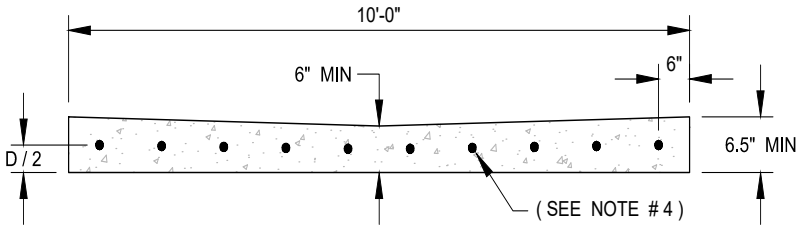
FILE NAME: A:\2020\9728.2003_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-503B-9728.dwg LAYOUT NAME: C-503B PRINTED: Thursday, May 27, 2021 - 11:41am USER: RSkinner



PLAN VIEW



TYPICAL SECTION A - A



JOINT SECTION B - B

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

A1 VALLEY GUTTER

NOT TO SCALE

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-504-9728.dwg LAYOUT NAME: C-504 PRINTED: Wednesday, May 26, 2021 - 9:03am USER: RSkinner

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

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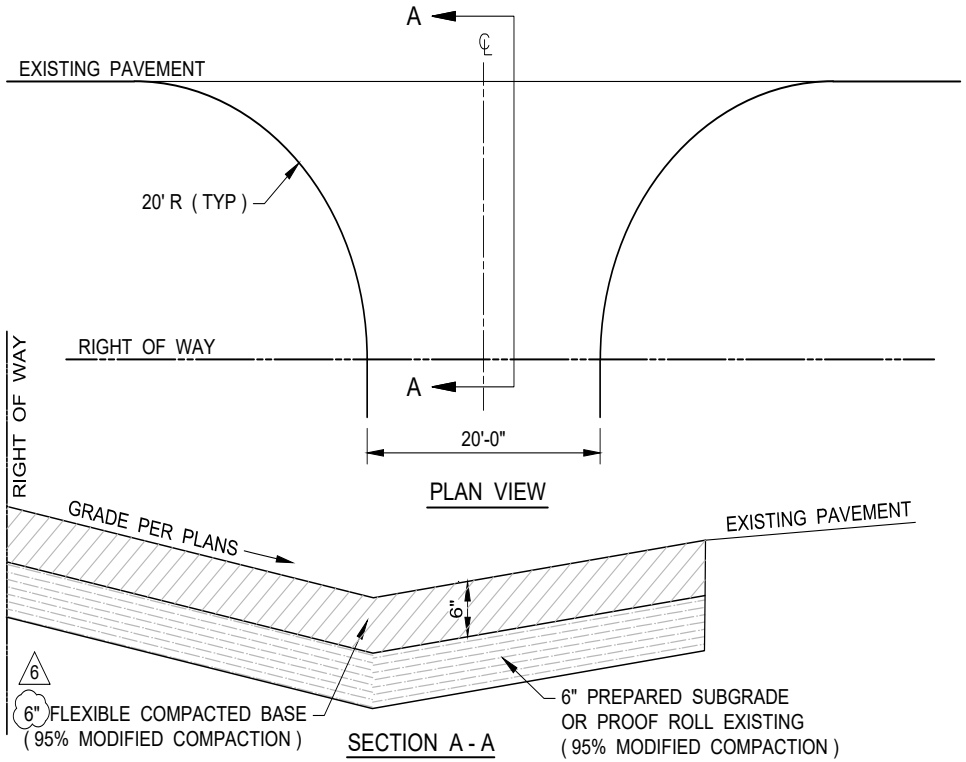
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

PAVING, CONCRETE & MISC DETAILS
SHEET 5 OF 7

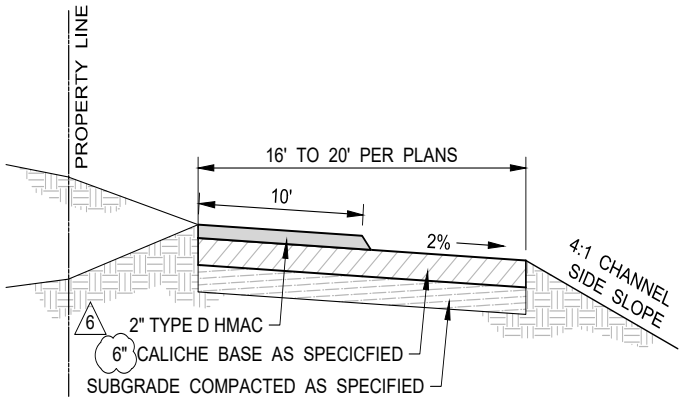
C-504



B1 DRIVEWAY DETAIL

NOT TO SCALE

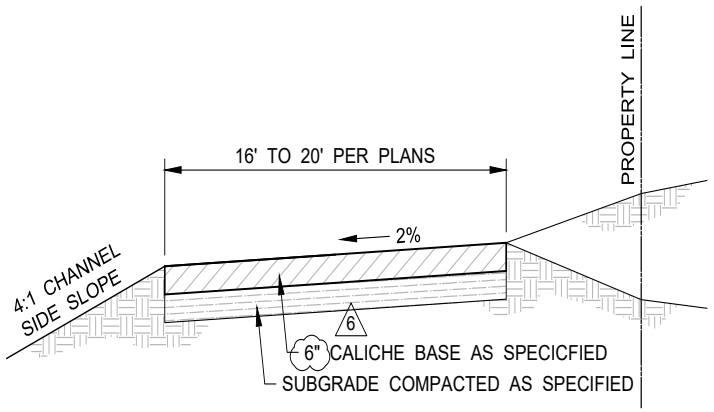
DRIV_WAY.dwg



C4 ALTERNATE HIKE-BIKE ALONG CHANNEL - SECTION

NOT TO SCALE

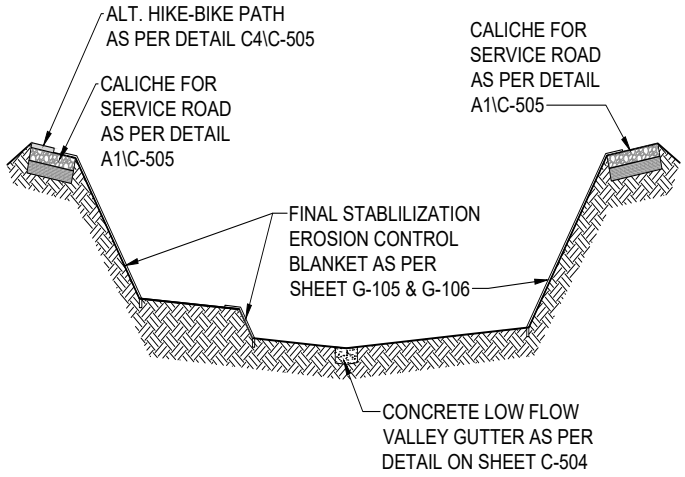
HIKE_BIKE_SECT.dwg



A1 CALICHE ALLEY ALONG CHANNEL - SECTION

NOT TO SCALE

ALLY_SECT_Caliche.dwg



A3 EROSION CONTROL SIDE SLOPE BLANKET

NOT TO SCALE

PACKET 16.354 October 12, 2021

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MIDLAND DRAW WIDENING

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PROJECT NO.

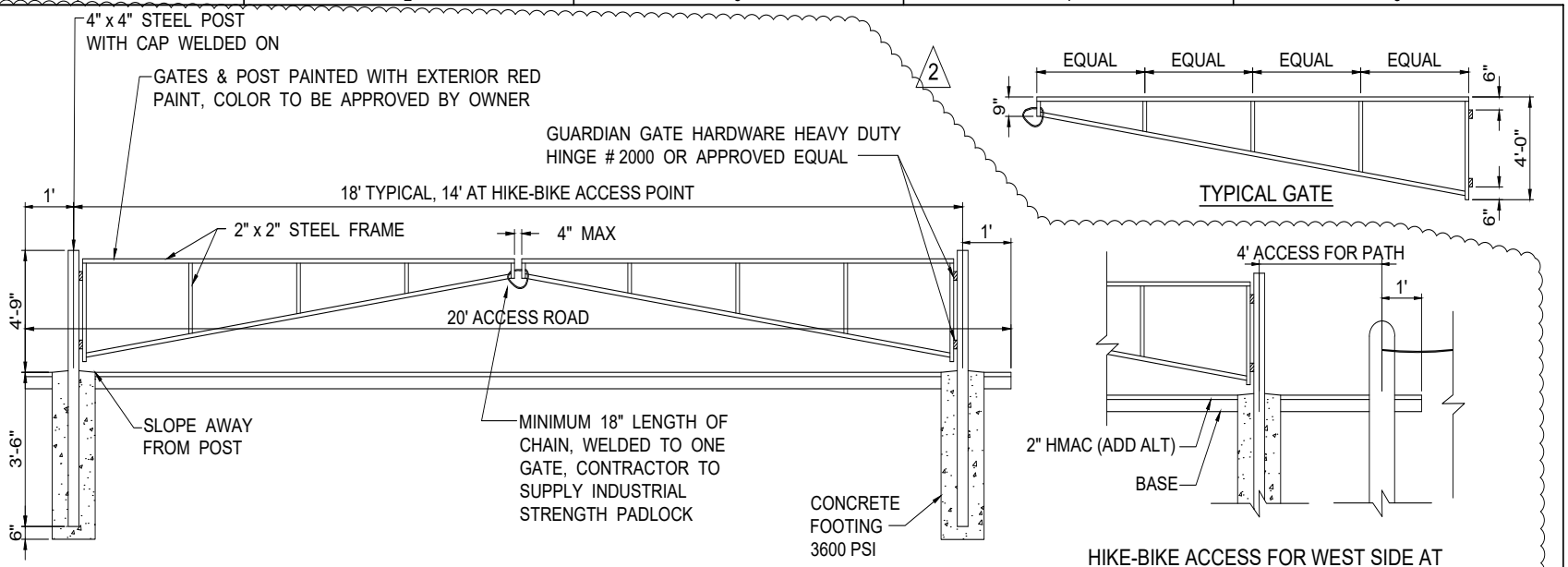
01.9728.20

#	DATE	DESCRIPTION
6	09/17/2021	ADDENDUM #1
5	03/16/2021	BID SET
4	01/26/2021	95% SUBMITTAL
3	12/28/2020	PRE-FINAL SUBMITTAL
2	12/07/2020	60% SUBMITTAL
1	10/18/2020	30% SUBMITTAL

PAVING, CONCRETE & MISC DETAILS SHEET 6 OF 7

C-505

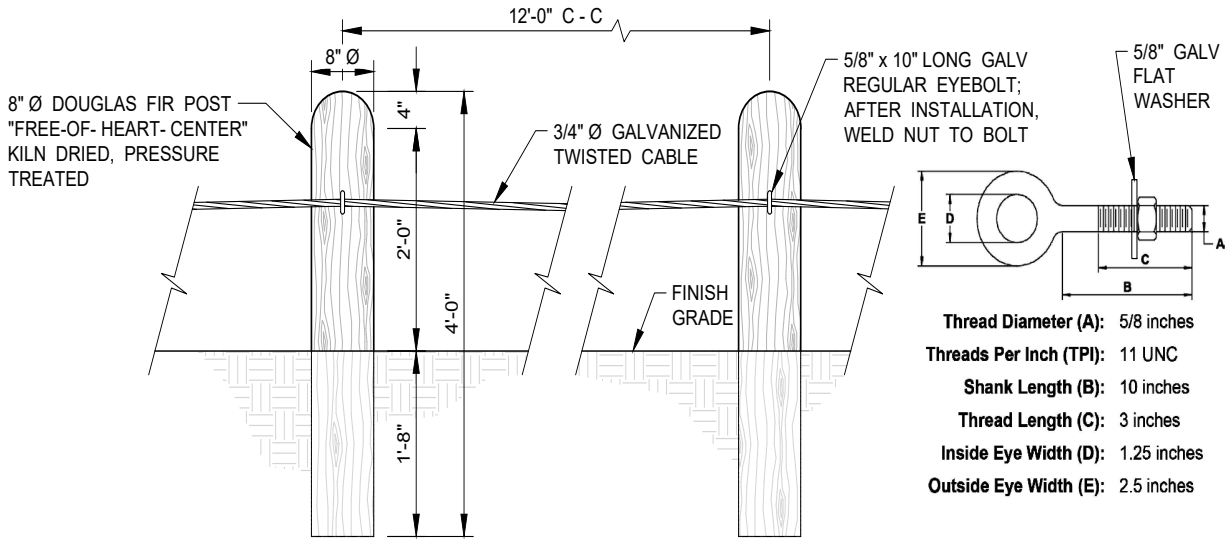
FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\C-505-9728.dwg, LAYOUT NAME: C-505, PRINTED: Friday, September 17, 2021 - 10:44am USER: GEORGE-A



C1 SWING GATE

NOT TO SCALE

SWNG_ACCS_GATE.dwg



Thread Diameter (A): 5/8 inches
Threads Per Inch (TPI): 11 UNC
Shank Length (B): 10 inches
Thread Length (C): 3 inches
Inside Eye Width (D): 1.25 inches
Outside Eye Width (E): 2.5 inches

A1 POST AND CABLE FENCE

NOT TO SCALE

WOOD_BOLL_CABL.dwg

PACKET 16.355 October 12, 2021

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MIDLAND DRAW WIDENING
FRONT STREET TO GOLF COURSE ROAD

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	07/16/2021	ADD HIKE-BIKE
1	05/28/2021	BID SET

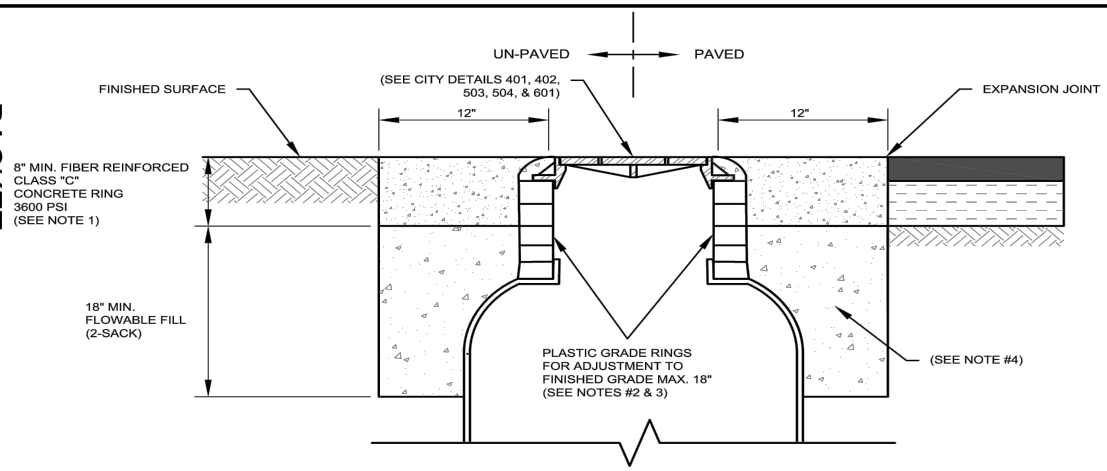
PAVING, CONCRETE & MISC DETAILS
SHEET 7 OF 7

C-506

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-506-9728.dwg LAYOUT NAME: C-506 PRINTED: Friday, July 16, 2021 - 10:40pm USER: MMartinez

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-507-9728.dwg LAYOUT NAME: C-507 PRINTED: Wednesday, May 26, 2021 - 9:09am USER: RSkinner

PACKET



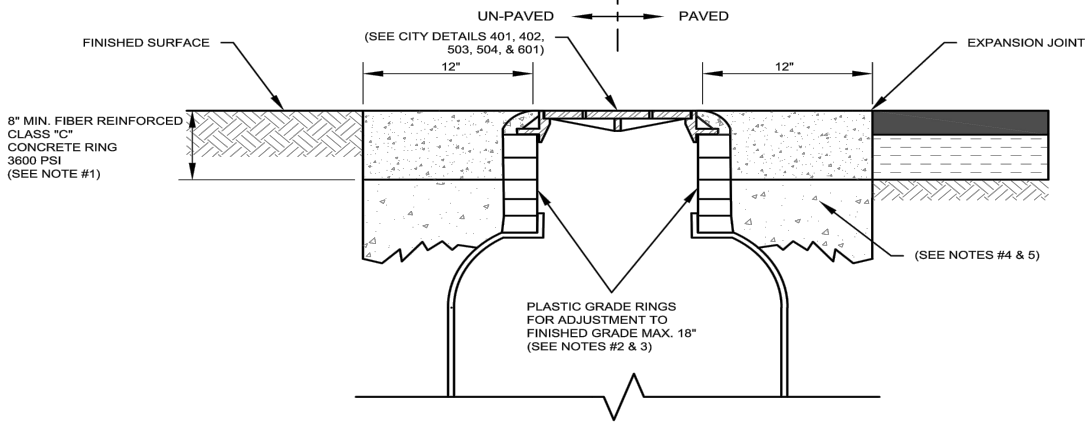
NEW MANHOLE ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING,3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	NEW MANHOLE ADJUSTMENT		316
	APPROVED: MCC			

16.356



EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	EXISTING MANHOLE RING & COVER ADJUSTMENT		319
	APPROVED: MCC			

October 12, 2021

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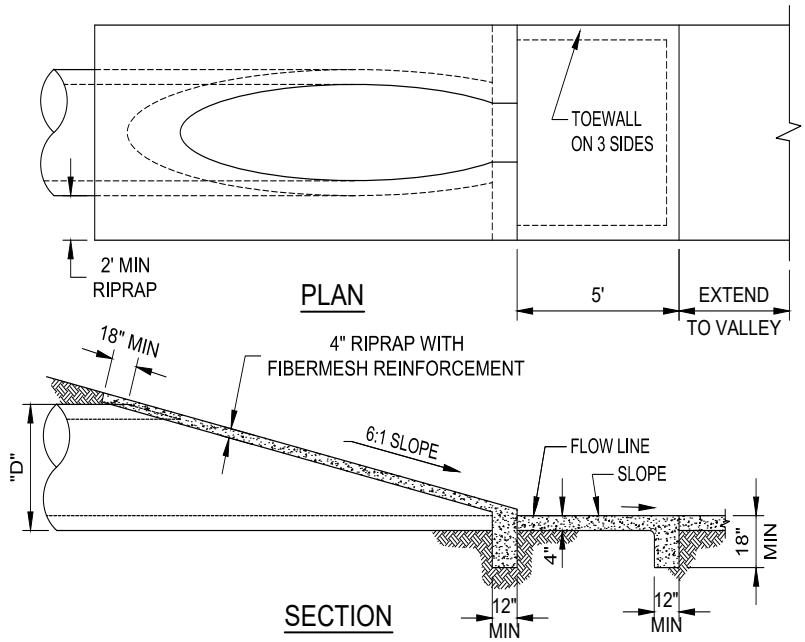
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

STORM AND SANITARY SEWER DETAILS SHEET 1 OF 2

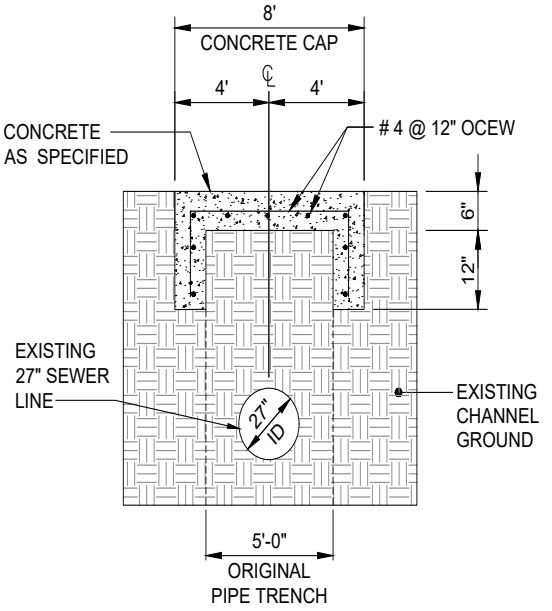
C-507

MIDLAND DRAW WIDENING
FRONT STREET TO GOLF COURSE ROAD



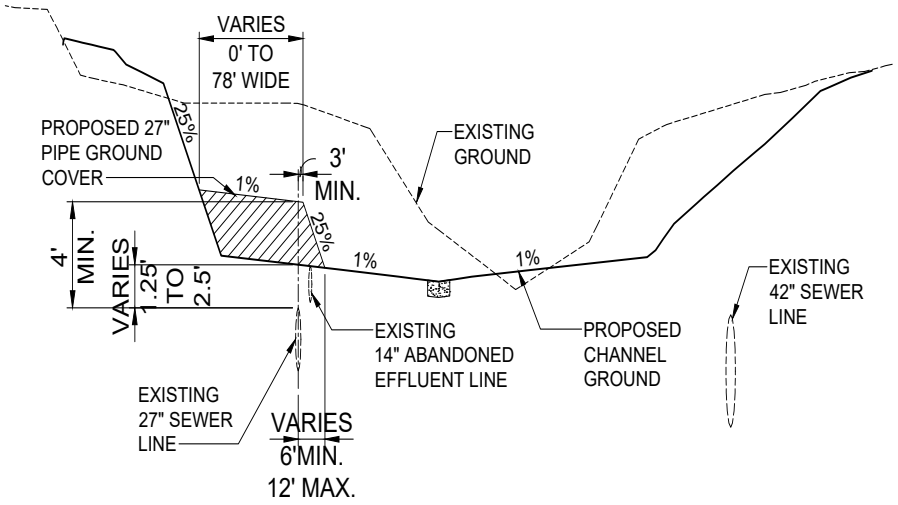
C1 SLOPING END TREATMENT

NO SCALE



C4 TRAFFIC RATED CONCRETE CAP

NO SCALE



A3 PROPOSED 27" PIPE GROUND COVER - STA. 2+00

NO SCALE

PACKET

16.357

October 12, 2021

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69100
05/28/21

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MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

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200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

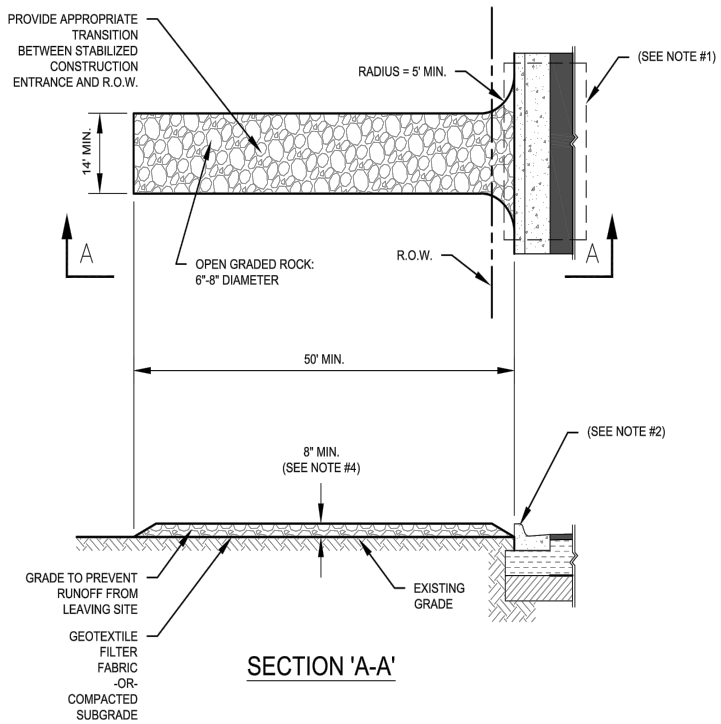
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

STORM AND SANITARY SEWER DETAILS
SHEET 2 OF 2

C-508

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-508-9728.dwg LAYOUT NAME: C-508 PRINTED: Wednesday, May 26, 2021 - 9:13am USER: RSkinner

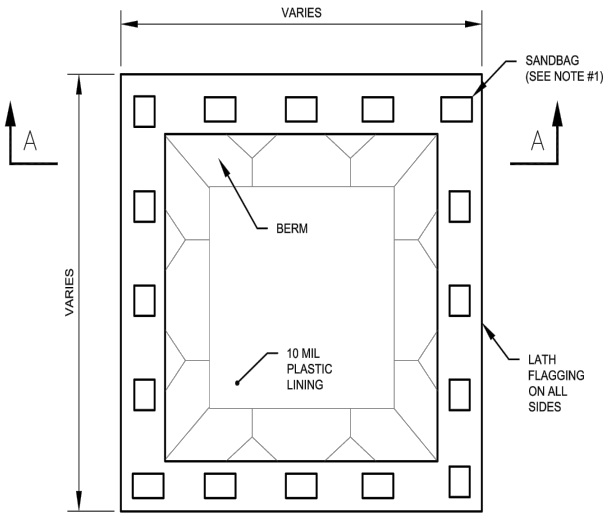


SECTION 'A-A'

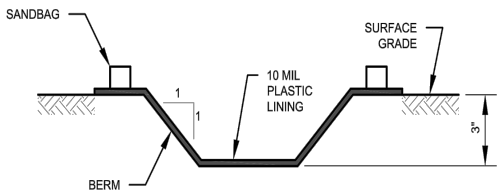
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701



DEPRESSED WASHOUT



SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CONCRETE WASHOUT OPTION 1		704

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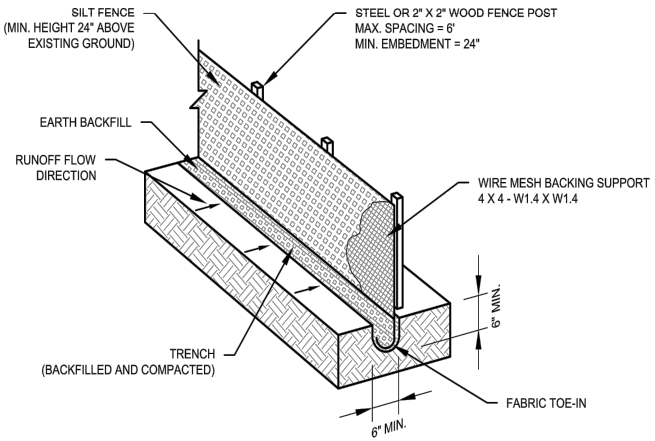
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EROSION CONTROL DETAILS
SHEET 1 OF 6

C-509

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-509-9728.dwg LAYOUT NAME: C-509 PRINTED: Wednesday, May 26, 2021 - 9:26am USER: RSkinner



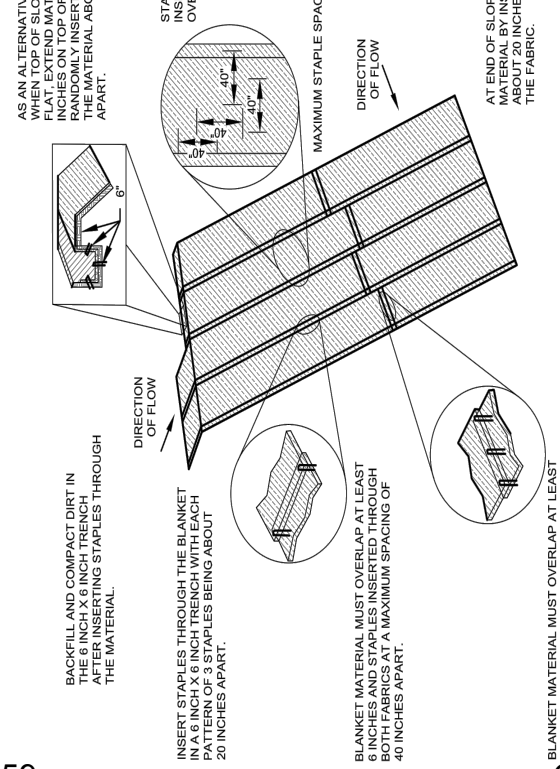
NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 706
	SILT FENCE		

NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 711
	EROSION CONTROL BLANKET AND VEGETATION		

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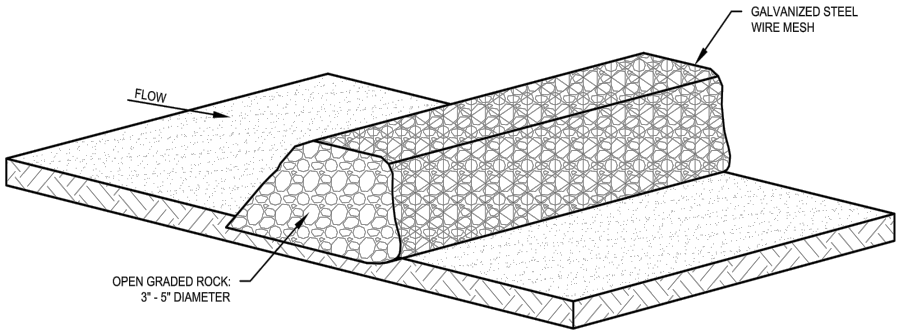
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

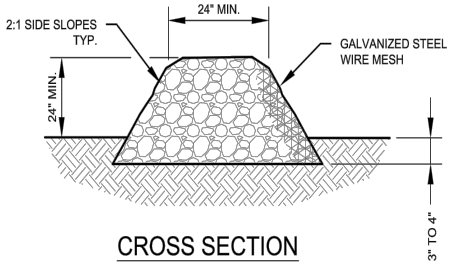
EROSION CONTROL DETAILS
SHEET 2 OF 6

C-510

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-510-9728.dwg LAYOUT NAME: C-510 PRINTED: Wednesday, May 26, 2021 - 9:30am USER: RSkinner



ISOMETRIC VIEW



CROSS SECTION

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	ROCK FILTER DAM		708
APPROVED: MCC			

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05/28/21

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PROJECT NO.
01.9728.20

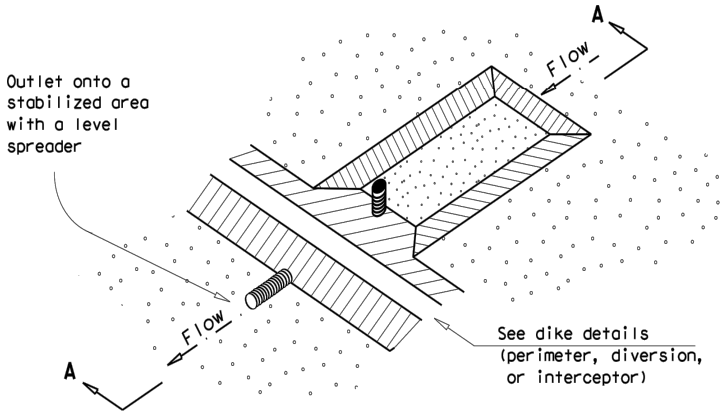
#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EROSION CONTROL DETAILS
SHEET 3 OF 6

C-511

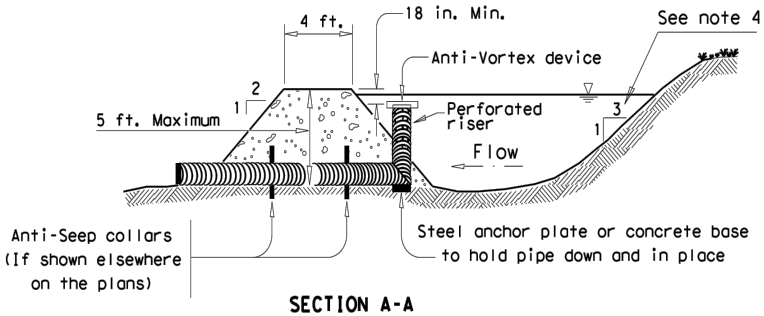
PACKET 16.360 October 12, 2021

FILE NAME: A:\2022\09728.2\003_DSGN\01_DWGS\050_CIVIL\05_SHEETS\EARTHWORK SET\C-511-9728.dwg LAYOUT NAME: C-511 PRINTED: Wednesday, May 26, 2021 - 9:32am USER: RSkinner



SEDIMENT BASIN AND/OR TRAP WITH PIPE OUTLET

ST/PO

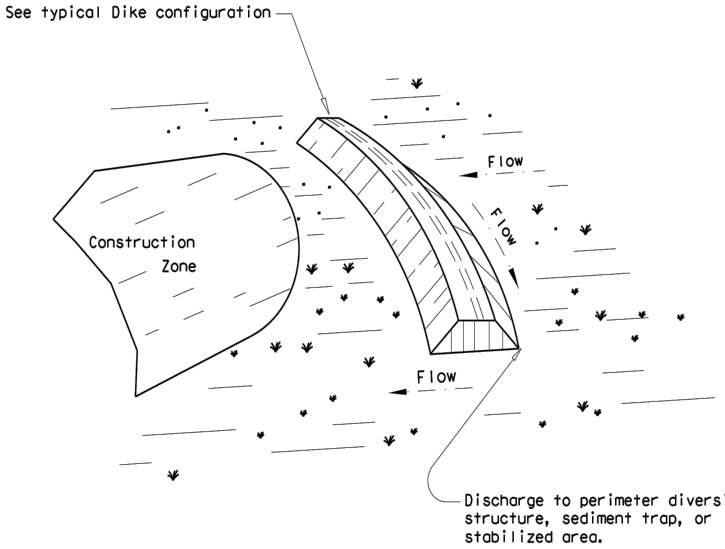


SECTION A-A

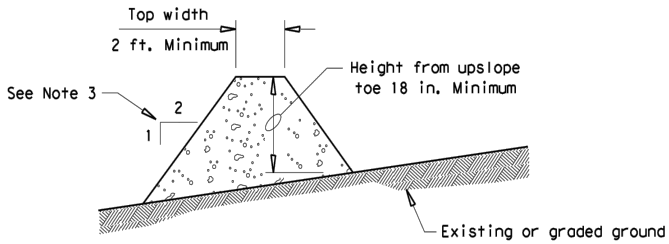
NOTES:

1. Pipe outlet material shall conform to the Item "Pipe Underdrains" or as accepted by the Engineer.
2. All pipe connections shall be watertight.
3. ~~Side slopes within the safety clear zone of a roadway shall be 6:1 or flatter. Protect the traveling public from inlet stacks within the clear zone.~~
4. Sediment basins shall have side slopes of 3:1 or flatter.
5. The dimensions and limits of excavation for sediment basins and traps will be as shown elsewhere on the plans.
6. ~~The sandbag material shall be made of polypropylene, polyethylene or polyamide woven fabric, minimum weight 4 ounces /SY, Mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%~~
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

SOURCE: TXDOT EC(6) - 16



INTERCEPTOR DIKE



TYPICAL DIKE CONFIGURATION

NOTES:

1. Soil used in dike construction shall be machine compacted.
2. Top width and height of dike may be modified with prior approval of the Engineer.
3. Side slopes within the safety clear zone of a roadway shall be 6:1 or flatter.
4. Grading shall be shown elsewhere in the plans or as directed by the Engineer.
5. The Engineer reserves the right to modify the dimensions shown for the dike dependent on runoff volume characteristics.
6. Dikes that are in place for more than 14 calendar days should be stabilized to prevent sediment runoff.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Remove sediment and debris when accumulation affects the performance of the devices, after a rain and when directed by the engineer.

SOURCE: TXDOT EC(4) - 16

PACKET 16.361 October 12, 2021

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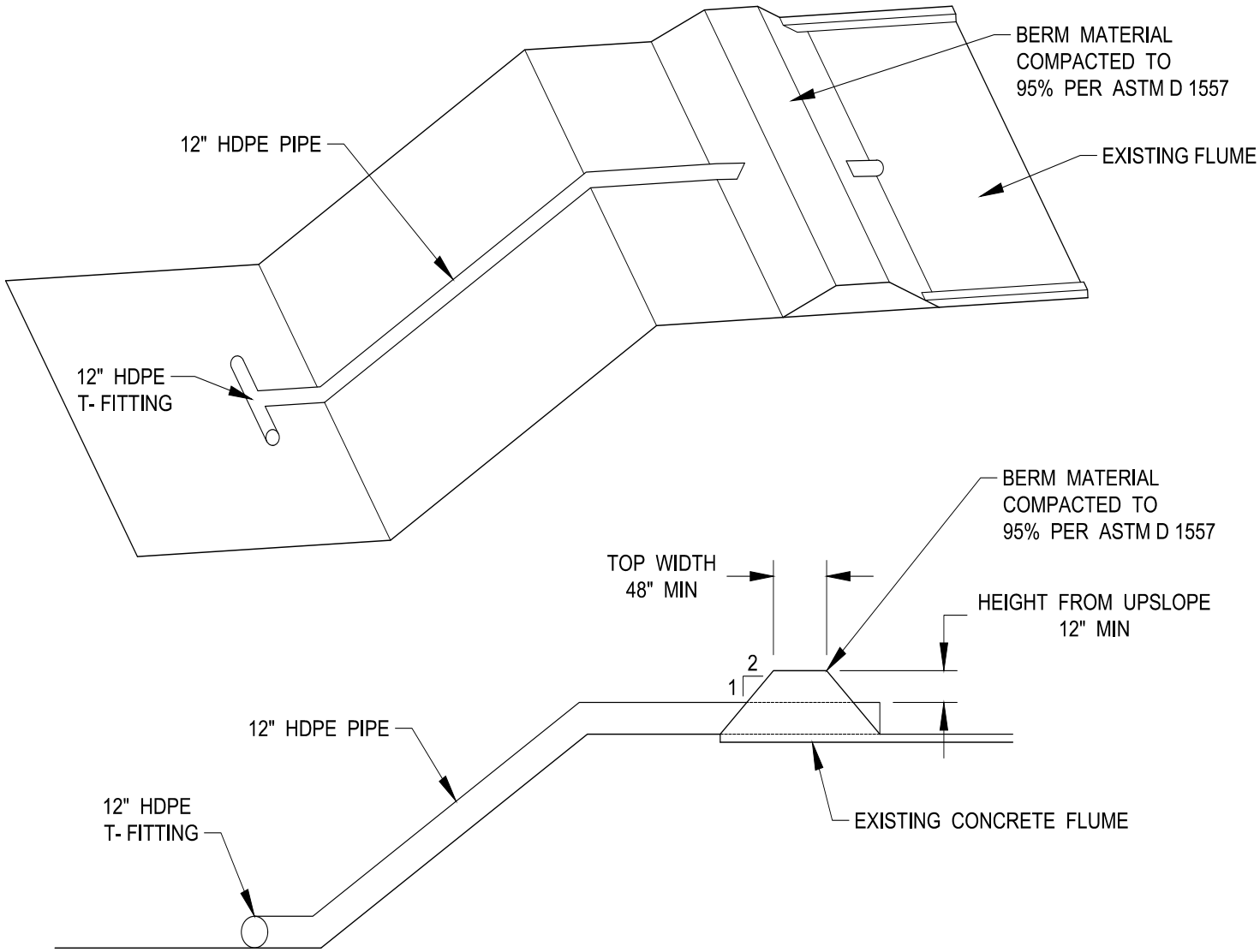
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EROSION CONTROL DETAILS
SHEET 4 OF 6

C-512

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-512-9728.dwg LAYOUT NAME: C-512 PRINTED: Wednesday, May 26, 2021 - 9:35am USER: RSkinner



A1 FLUME BERM RUNOFF COLLECTION SYSTEM

NOT TO SCALE

PACKET

16.362

FLUME BERM DETAIL.dwg

October 12, 2021

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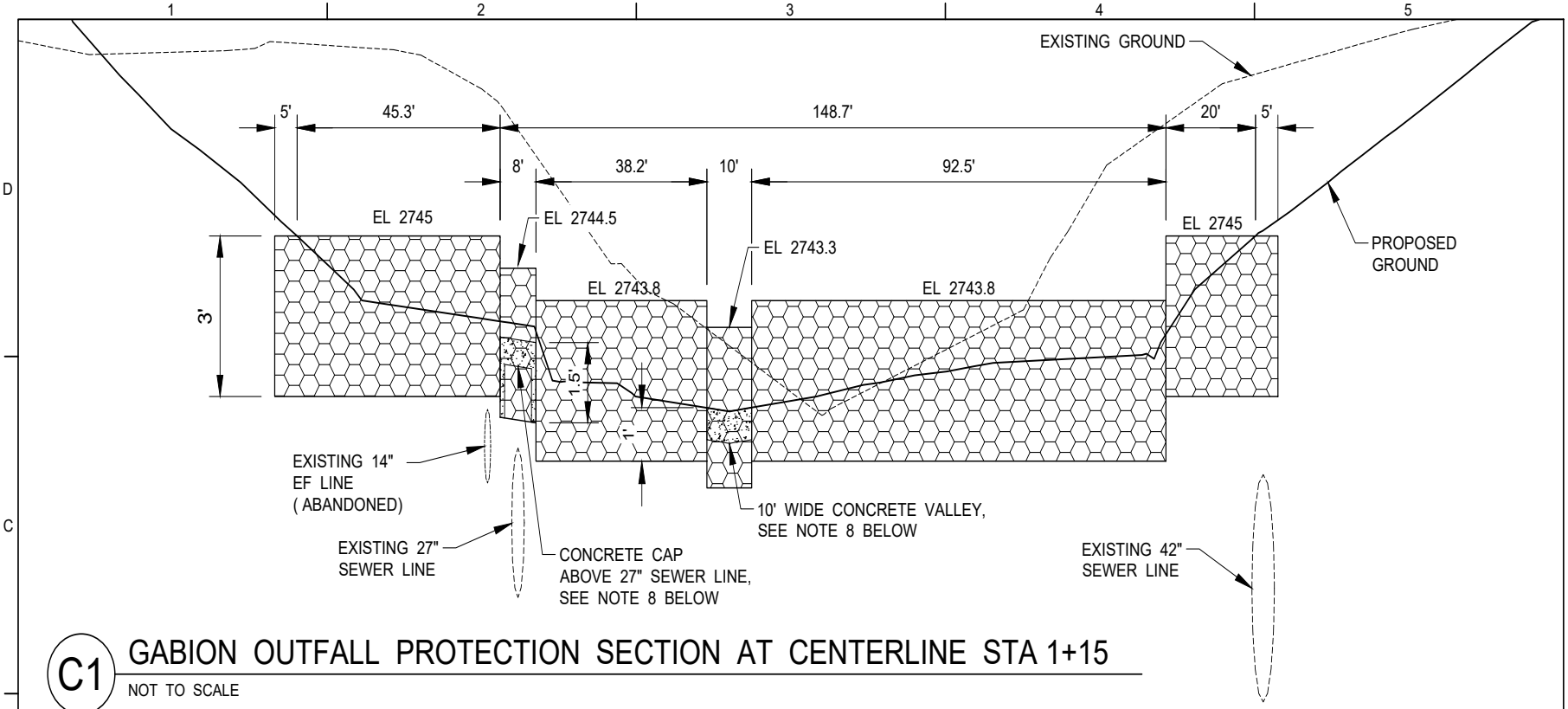
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EROSION CONTROL DETAILS
SHEET 5 OF 6

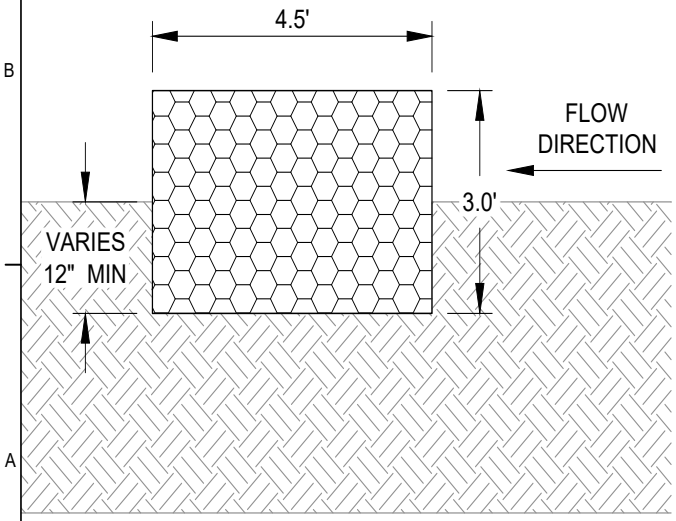
C-513

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-513-9728.dwg LAYOUT NAME: C-513 PRINTED: Wednesday, May 26, 2021 - 9:37am USER: RSkinner



C1 GABION OUTFALL PROTECTION SECTION AT CENTERLINE STA 1+15

NOT TO SCALE



A1 TYPICAL GABION

NOT TO SCALE

GABION NOTES:

1. UTILITY CONTRACTOR WILL INSTALL GABION SEDIMENT BARRIER AT DOWNSTREAM END OF PROJECT AT STATION 1+15.
2. UTILITY CONTRACTOR WILL SHAPE THE VICINITY OF THE GABION STRUCTURE TO FIT DIMENSIONS SHOWN ON BOTH SIDES OF THE CHANNEL PRIOR TO SETTING THIS STRUCTURE. THIS WILL AVOID REMOVAL AND REINSTALLATION AT DIFFERENT PHASES OF WORK.
3. GABION SEDIMENT BARRIER WILL BE LEFT IN PLACE UNTIL THE CHANNEL AND SIDE SLOPES HAVE FULLY REVEGETATED. IT IS ANTICIPATED THIS WILL BE ONE YEAR.
4. PROVIDE TWISTED WIRE GABIONS IN ACCORDANCE WITH ASTM A975. DESIGN OF THIS BARRIER IS NOT INTENDED TO BE STRUCTURAL, AS IT WILL BE OVERTOPPED IN A SIGNIFICANT STORM. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING WITH THE MANUFACTURER THAT THE GEOMETRY IS SUITABLE PRIOR TO INSTALLATION.
5. GABION WALL UNITS SHALL BE GALVANIZED 8X10 HEXAGONAL DOUBLE TWIST WIRE MESH IN ACCORDANCE WITH ASTM A975, STYLE 1 COATING.
6. COBBLES USED TO FILL THE GABIONS SHALL BE A CLEAN CRUSHED STONE 4-8 INCHES IN LEAST DIMENSION.
7. COMPLY WITH MANUFACTURER'S RECOMMENDATION FOR INSTALLATION OF THE GABIONS.
8. CONTRACTOR TO INSTALL CONCRETE CAP OVER THE 27" SEWER PRIOR TO EXCAVATION IN THE VICINITY. CONCRETE VALLEY IS AN ADDITIVE ALTERNATE. IF AWARDED, INSTALL VALLEY FROM BUS I-20 TO 5' PAST GABION STRUCTURE PRIOR TO INSTALLATION OF GABIONS. USE 18" GABION BOX ABOVE CONCRETE CAP AND VALLEY.

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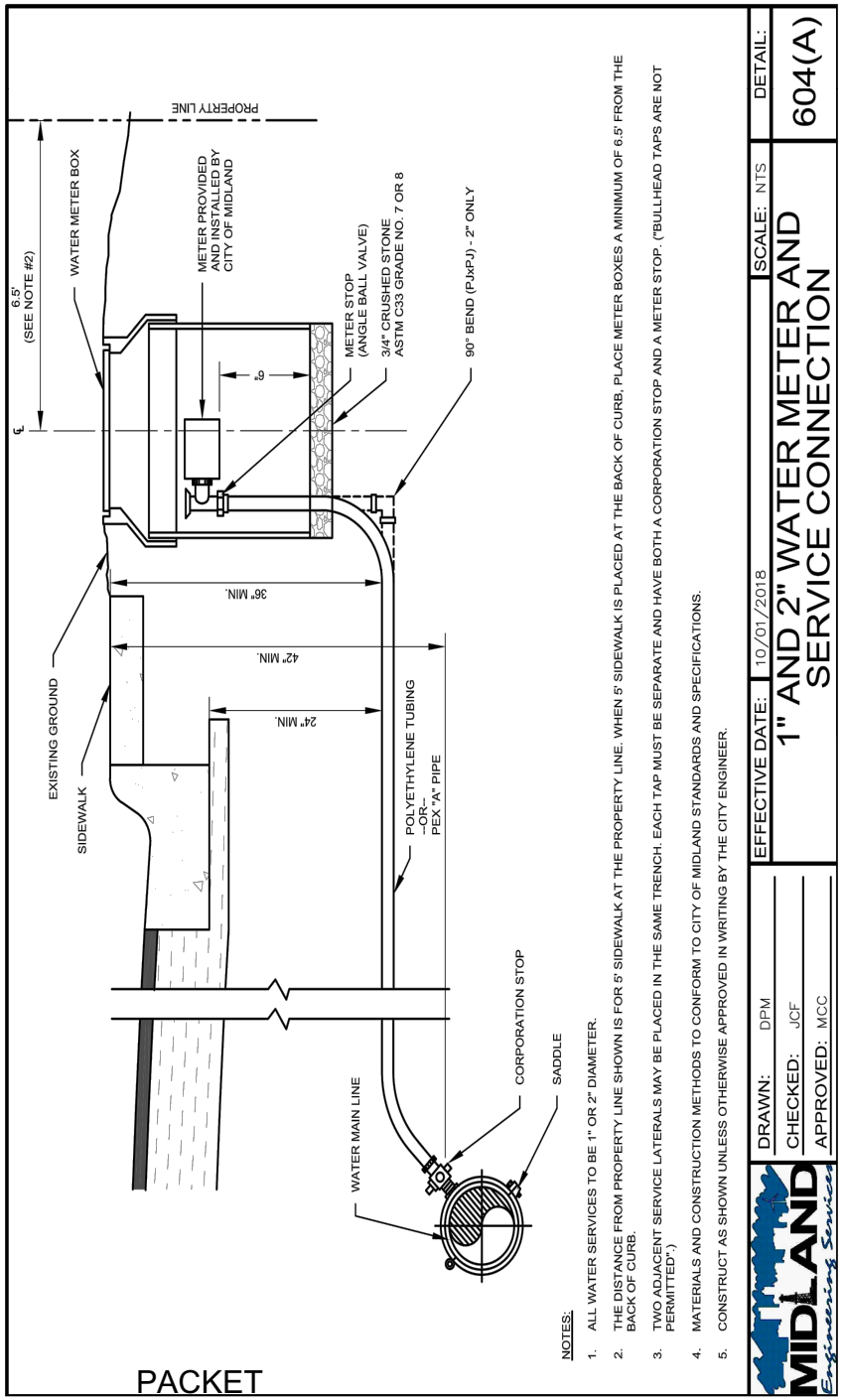
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

EROSION CONTROL DETAILS
SHEET 6 OF 6

C-514

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-514-9728.dwg LAYOUT NAME: C-514 PRINTED: Wednesday, May 26, 2021 - 9:56am USER: RSkinner



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DETAIL: 604(A)

SCALE: NTS

EFFECTIVE DATE: 10/01/2018

1" AND 2" WATER METER AND SERVICE CONNECTION

DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

MIDLAND Engineering Services

PACKET

APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL
SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM | CHECKED: JCF | APPROVED: MCC

MIDLAND Engineering Services

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 604(B)

1" AND 2" WATER METER AND SERVICE CONNECTION

16.364

October 12, 2021

Parkhill

RENÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 05/28/21

Parkhill.com

MIDLAND DRAW WIDENING

FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

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CLIENT

MIDLAND DEVELOPMENT CORPORATION
200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/28/2021	BID SET

WATER METER & SERVICE CONNECTION DETAILS - 1 OF 1

C-515

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\EARTHWORK SET\C-515-9728.dwg LAYOUT NAME: C-515 PRINTED: Wednesday, May 26, 2021 - 9:43am USER: RSkinner

City Council Meeting

Item Number: 17

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE SCHARBAUER SPORTS COMPLEX MOMENTUM BANK BALLPARK FOR A TOTAL COST OF $719,500.00; APPROVING $71,950.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the purchase of LED Field lights to be installed at the Scharbauer Sports Complex Momentum Bank Ballpark field from MUSCO Corporation dba MUSCO Sports Lighting, LLC through Buyboard contract 592-19 for a cost of $719,500.00 plus $71,950.00 in contingencies for a total cost of $791,450.00.

Recommended City Council Action:

Approve

Fiscal Impact:

$791,450.00 is available in the Scharbauer Sports Complex unappropriated fund balance and is hereby appropriated and will be transferred to a project in the Special Revenue Capital Projects Fund.

Discussion:

Staff recommends the purchase of LED Field lights to be installed at the Scharbauer Sports Complex Momentum Bank Ballpark field from MUSCO Corporation dba MUSCO Sports Lighting, LLC through Buyboard contract 592-19. We are members of the Buyboard 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 Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for the purchase of LED Field lights to be installed at the Scharbauer Sports Complex Momentum Bank Ballpark field with MUSCO Corporation dba MUSCO Sports Lighting, LLC of Oskaloosa, IA through Buyboard contract 592-19 for a cost of $719,500.00 plus $71,950.00 in contingencies for a total cost of $791,450.00.

Tina Daugherty

City Manager's Office

CITY OF MIDLAND

Community Services Department
Parks & Recreation Division
Interoffice Memorandum

Date: September 30, 2021
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Purchase and Installation of LED Field Lighting at Scharbauer Sports Complex Momentum Bank Ballpark Field

The Community Services Department recommends the BuyBoard purchase of LED Field lights to be installed at the Scharbauer Sports Complex Momentum Bank Ballpark field. Major League Baseball has requested stadiums upgrade to LED lighting before the 2023 season. The Midland Rockhounds have made the City of Midland aware of multiple requests by MLB, and this improvement can be completed before the 2022 season if the purchase is made at this time. City staff has worked with MUSCO Lighting to plan for this anticipated improvement to the field.

The BuyBoard price is $719,500 and includes all engineering, materials, freight, crane, installation, 25 year warranty and technology. Staff requests a 10% contingency added to this amount to cover any unforeseen conditions that may arise. Total funds requested for installation of LED lights at the Momentum Bank Ballpark field is $791,450.00.

$791,450.00 is available in the Scharbauer Sports Complex unappropriated fund balance and is hereby appropriated and will be transferred to a project in the Special Revenue Capital Projects Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE SCHARBAUER SPORTS COMPLEX MOMENTUM BANK BALLPARK FOR A TOTAL COST OF $719,500.00; APPROVING $71,950.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Musco Corporation DBA Musco Sports Lighting, LLC, has submitted a total proposed cost to the City of $719,500.00 for the purchase and installation of LED field lighting at the Scharbauer Sports Complex Momentum Bank Ballpark, through Buyboard; and

WHEREAS, the Council finds the price proposed by Musco Corporation through Buyboard for said field lighting to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Musco Corporation for the purchase and installation of LED field lighting at the Scharbauer Sports Complex Momentum Bank Ballpark through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $71,950.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of LED field lighting at the Scharbauer Sports Complex Momentum Bank Ballpark, through Buyboard, for a total cost of $719,500.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $71,950.00 for contingencies is hereby approved.

SECTION THREE. That the sum of $791,450.00 is hereby appropriated from the Scharbauer Sports Complex unappropriated fund balance to a project established by the City of Midland Finance Department in the Special Revenue Capital Projects Fund.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Musco Corporation in accordance with the provisions of the above-referenced contract from funds available in project established by the City of Midland Finance Department 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., 2021, 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

THE CITY OF MIDLAND

CONTRACT

22000274

THIS CONTRACT, effective the 13th day of October, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 719,500.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of equipment and field lighting products at Momentum Bank Ballpark 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 Cristina Burns 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 obtain all permits and licenses necessary for the performance of this contract and pay all 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 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 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than January 2022 after submittal for approval has been signed for written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; 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 of any excess cost when the delay in completion of the work is due:

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR**

CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

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

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

23. **RELEASE: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, BUT NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto.

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 ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of

Quote

Date: September 30, 2021
To: Andy Cedillo

Project: Midland Rockhounds – Momentum Bank Ballpark MiLB AA
Midland, TX
Ref: 210653

BuyBoard
Master Project: 196290, **Contract Number:** 592-19, **Expiration:** 09/30/2022
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Baseball ..... ***$ 719,500.00***

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.
Payment and Performance Bond is included.

SportsCluster™ System with Total Light Control – TLC for LED® technology

System Description

- TLC-LED-1500 Factory and BallTracker™ factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- **Guaranteed light levels per 100/70 FC to new MiLB standards**
- Show-Light+™ entertainment package to provide (6) pre-programmed and (3) custom theatrical shows set to customer-supplied and licensed music, and onsite dimming with (1) Touchscreen
- Control-Link® system for remote on/off control and performance monitoring with 24/7 customer support
- **25-year materials and onsite labor warranty**
- Final Aiming and Commissioning of System
- Project Manager to be on site during critical times of installation

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Notes

Quote is based on:

- Musco's Scope of Work: GC - Turnkey
- Shipment of entire project together to one location.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Vaughn Blythe, Key Accounts Sales Manager
Musco Sports Lighting, LLC
Phone: (641) 295-5255
E-mail: Vaughn.blythe@musco.com

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

THE CITY OF MIDLAND

CONTRACT

22000274

THIS CONTRACT, effective the 13th day of October, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 719,500.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of equipment and field lighting products at Momentum Bank Ballpark 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 Cristina Burns 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 obtain all permits and licenses necessary for the performance of this contract and pay all 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 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 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than January 2022 after submittal for approval has been signed for written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; 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 of any excess cost when the delay in completion of the work is due:

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR**

CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

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

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

23. **RELEASE: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, BUT NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto.

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 ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

Quote

Date: September 30, 2021
To: Andy Cedillo

Project: Midland Rockhounds – Momentum Bank Ballpark MiLB AA
Midland, TX
Ref: 210653

BuyBoard
Master Project: 196290, **Contract Number:** 592-19, **Expiration:** 09/30/2022
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Baseball ..... ***$ 719,500.00***

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.
Payment and Performance Bond is included.

SportsCluster™ System with Total Light Control – TLC for LED® technology

System Description

- TLC-LED-1500 Factory and BallTracker™ factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- **Guaranteed light levels per 100/70 FC to new MiLB standards**
- Show-Light+™ entertainment package to provide (6) pre-programmed and (3) custom theatrical shows set to customer-supplied and licensed music, and onsite dimming with (1) Touchscreen
- Control-Link® system for remote on/off control and performance monitoring with 24/7 customer support
- **25-year materials and onsite labor warranty**
- Final Aiming and Commissioning of System
- Project Manager to be on site during critical times of installation

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Notes

Quote is based on:

- Musco's Scope of Work: GC - Turnkey
- Shipment of entire project together to one location.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Vaughn Blythe, Key Accounts Sales Manager
Musco Sports Lighting, LLC
Phone: (641) 295-5255
E-mail: Vaughn.blythe@musco.com

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

City Council Meeting

Item Number: 18

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: Motion approving a new air service incentive program to assist in local marketing for new air service at Midland International Air & Space Port. (DISTRICT 4) (AIRPORTS)

Purpose:

Motion approving new air service incentive program to assist in local marketing for new air service at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

The plan offers $100,000 in advertising support for targeted types of new air service routes into and out of Midland International Air & Space Port.

Appropriation Language:

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:

Southwest Airlines announced that they are adding non-stop service to Austin starting in March 2022. Southwest Airlines has expressed interest in participating in MAF's Airline Incentive Program. The Program will allow the Airport to work with Southwest Airlines to promote the service with up to $100,000 in reimbursement for advertising this new service within the local area.

The Program will also be available to all of the airlines currently serving MAF, as well as airlines that start service to MAF during the Program's term (two years with an option to extend). The Program provides for landing fee abatements for flights covered for 12 months and up to $100,000 in marketing reimbursement within the local market and the destination market only. If a new airline starts service at MAF with service to a new destination, this plan offers a waiver of landing fees and exclusive use rental charges for a period of 12 months.

The Airport will also provide a press release for all new nonstop routes and/or new airline brands introduced into the MAF market, announcements on the www.flymaf.com website and promotion of the new air service on our various social media outlets (Facebook, Twitter, etc.).

We have researched various Air Carrier Incentive Programs that other airports have posted online. Our program is in line with what most airports offer and the Air Carrier Incentive Program Guidebook published by the FAA in 2012.

Tina Daugherty
City Manager's Office

Air Service Incentive Program

OBJECTIVE:

Midland International Air & Space Port (MAF) currently averages 30 daily commercial passenger flights to seven (7) destination airports and has established a goal of increasing the number of nonstop routes from Midland International Air & Space Port.

The Airport realizes that there are financial risks associated with an incumbent carrier starting new routes and additional challenges associated with the introduction of a new airline brand to the MAF market. Both situations can also be exacerbated by the current economy.

In order to meet the demands of a growing and diversified market, MAF is proposing the **Midland International Air & Space Port Air Service Incentive Program ("Program").** The objective is to alleviate some of the financial risks airlines encounter with the addition of new flights or the establishment of new routes not currently served on a nonstop basis and to assist a new airline brand entering the Permian Basin market to introduce itself to a new customer base.

INCENTIVE PROGRAM:

A. The program will be available September 1, 2021, to September 30, 2023, to the air carrier that provides nonstop routes to a **new** domestic or international destination from the MAF market. Thereafter, the Program will continue to be available at the City's discretion on a fiscal year basis (October 1 to September 30).

   1. **New Airline** – MAF's Program offers a waiver of landing fees and exclusive use rental charges for a period of 12 months.

   2. **Incumbent Airline** – Any incumbent air carrier that agrees to initiate nonstop routes to a new domestic or international destination from the MAF market shall be offered a waiver of landing fees on the additional flight for a period of 12 months. For any incumbent airline accepting the incentive under this subsection, the incentive applies provided the accepting airline's other scheduled flights are not reduced from the schedule in effect as of the commencement date of this Program. However, MAF may consider a reduction in frequency from an existing destination to service a new destination that is not currently served in the MAF market as eligible for incentives.

3. **New or Incumbent Airline** – other incentives such as risk abatement and revenue guarantees may be available through MAF partners. MAF will assist airlines in coordinating these incentives.

4. **New or Incumbent Airlines** – initiating nonstop service to a new domestic or international destination from the MAF market, the marketing incentives outlined in Section B will apply.

B. MAF's Program offers advertising support for targeted types of new air service routes under the following conditions:

1. $100,000 in advertising support is available to the air carrier that begins a **new** scheduled nonstop route from MAF, providing at a minimum one (1) daily round-trip frequency, five (5) days per week.

2. The new round-trip route must result in a net increase in the number of daily flights that are being conducted by the air carrier as of the effective commencement date of this program unless previously approved by MAF.

3. Under the paid advertising portion of the Program, the Airport will offer the air carrier reimbursement for advertising within the local area or for a combination of advertising in the local area and the destination market, as long as it is for the new route. Reimbursement payment to the airline will be provided by MAF upon receipt of copies of invoices that the air carrier has received for the paid advertising under this Incentive Program and an invoice from the air carrier indicating the total amount due. As an alternative, at the airline's written request, MAF will contact the local advertising (newspaper ads, radio, television, billboards, etc.) and provide the air carrier copies of invoices for the paid advertising indicating the total amount spent.

4. The advertising incentive will be available to the airline that announces and initiates new scheduled service on a new route after the commencement date of this program. All advertising funds will be subject to approval by the Midland City Council.

5. The advertising incentive will be available to airlines that have signed an Airport/Airline Use and Lease Agreement. Airlines which participate in the Incentive Program must maintain the service upon which the incentives apply for a period of not less than 12 consecutive months.

6. Other direct marketing and promotion of MAF air service include the following:

a. In conjunction with the airlines making the announcement, MAF will issue press releases for all new nonstop routes and/or new airline brands introduced into the MAF market.

b. The MAF website features the airlines serving the Airport, along with telephone numbers for reservations and direct links to airline homepages. Feature buttons on the flymaf.com website link to news announcements regarding new air service.

c. MAF will also announce and promote the air service on various social media outlets (Facebook, Twitter, etc.).

MAF reserves the right to amend any portion of this Incentive Program at any time. If at any time the FAA determines that this Incentive Program does not comply with any federal laws, rules, regulations, or grant agreements, then MAF shall immediately terminate this Program by written notice to the airlines serving MAF and all other participants in this Program.

ADDITIONAL INFORMATION:

For additional information, please contact Justine Ruff, Director of Airports, at 432.560.2200 Ext. 3001, or jruff@midlandtexas.gov.

City Council Meeting

Item Number: 19

Meeting Date: October 12, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-041) with DCP Operating Company, LP, regarding city-owned property described as Section 10, Block 38, Township 2 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

Resolution 2001-257 effective September 11, 2001, granted a 30' wide right of way for 20 years to Duke Energy Field Services, LP. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. 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

Annual Lease Rate,

Annual Lease Rate (317 rods x $20/rod): $6,340.00 per year / $31,700.00 paid first 5 years in advance

Surface Damages: none / existing pipeline

Total Collected: $32,700.00

Discussion:

This private use, 12” steel construction gas line is buried thirty-six inches (36) deep. Attached plat is the “As-Built” survey of the existing pipeline. All payments have been collected and are 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

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	October 13, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, Assistant 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:	10 Desta Drive, Suite 500-W Midland, Texas 79705
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.
License Number:	21-329-041

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), 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 and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term") unless terminated earlier as provided hereafter. The Initial Term shall commence on the date of this License (the "Commencement Date").

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. 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 cancel the License during the term of the 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 the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon 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 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 and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The license fee in the amount of THIRTY-ONE THOUSAND SEVEN HUNDRED and No/100 Dollars ($31,700.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

In the event Licensor terminates this License pursuant to the provisions of Section I.C., 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 Section 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. At the same time the first year License Fee is due, 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 the License.

D. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are

unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment 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.

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 private use pipeline, not to exceed twelve (12) inches in diameter, for the transportation of natural 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(s) and facilities 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(s) and facilities 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 any of Licensor's roads that Licensee damages 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 and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that the pipeline(s) hereunder are buried no less than thirty-six (36) inches in depth. All backfill used in burying such line has been compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of 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(s) intersects with a City of Midland utility line location, the pipeline(s) has been bored at a depth of a 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, the specifications shall be approved by

Licensor's Representative.

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(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to 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 revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system 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 approval. 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. 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 consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary 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 said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform 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's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation 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 or relocation of its system to which it may be lawfully entitled to under applicable

federal or state laws with respect to relocation payments.

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.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the 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 by Licensee, and name the City of Midland as an additional insured. 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. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, 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', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING 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(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR 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 PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, 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', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING

OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING 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(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER 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 OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, 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.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. 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 and services 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 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 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 and services 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.

E. Waiver of Attorney Fees. 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 THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, 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 payment 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, LICENSEE HEREBY

RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. 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. 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 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 agree that this License does not constitute a License or 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 greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties 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 the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, 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. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest 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.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, 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 22 day of September, 2021 personally appeared Kedon 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 22 day of September, 2021.

Notary Public, State of Texas

TOMMY JOE BLEEKER
Notary Public, State of Texas
Comm. Expires 04-19-2023
Notary ID 126046394

Duke Energy Field Services

DUKE ENERGY FIELD SERVICES

SHEET NO. 2 OF 3

NATURE OF WORK RESURVEY GAS PIPELINE DATE 01-09-02 LINE NO. C-1-2-12-22-3-7

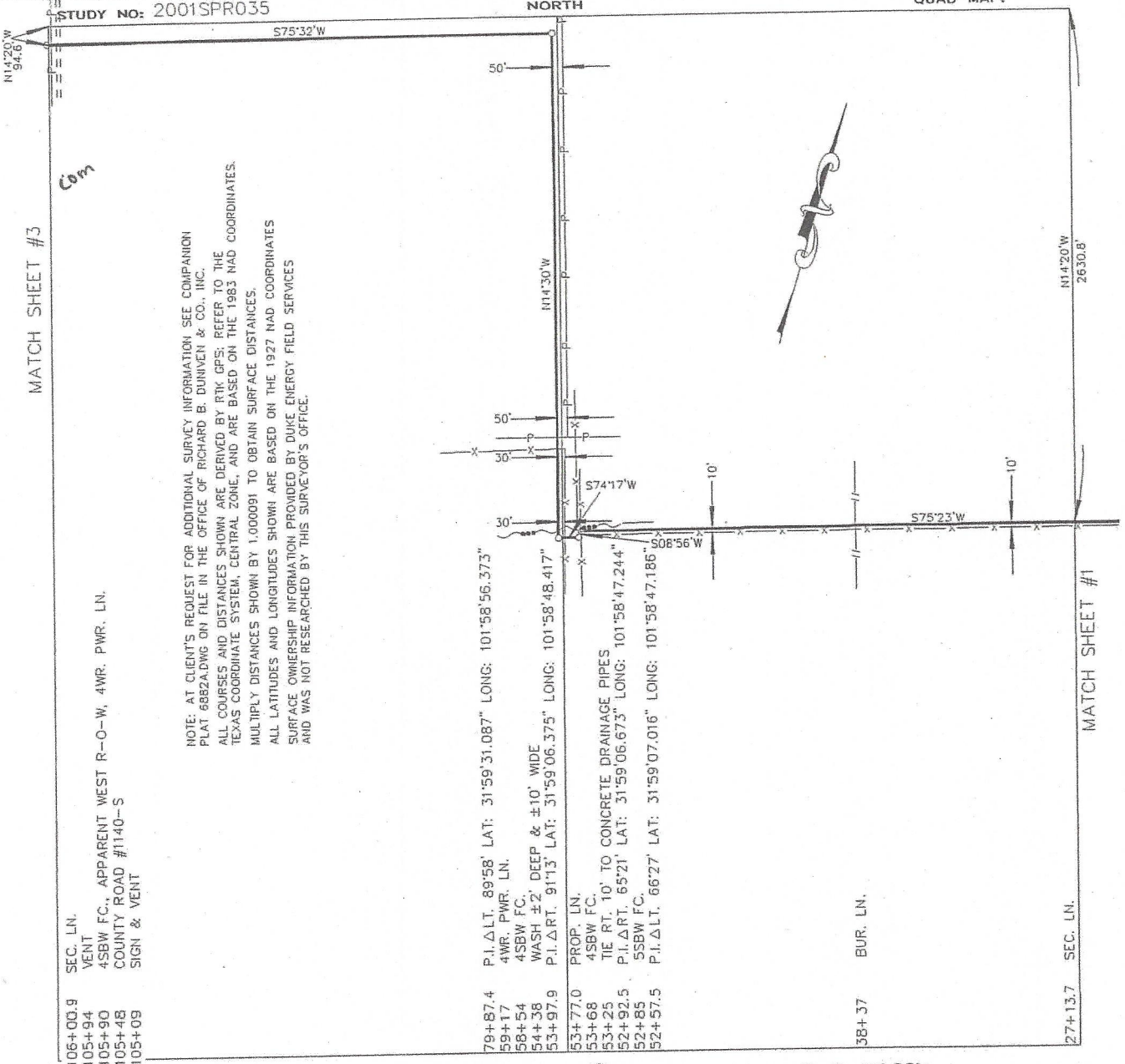
DISTRICT PERMIAN BASIN PLANT OR STATION SPRABERRY JOB OR AFE NO. 100103187

SEC. 10 TWP. 2-S BLK. OR RANGE 38 SURVEY T. & P. CO. MIDLAND STATE TX.

STUDY NO: 2001SPR035

NORTH

QUAD MAP:



SCALE: 1" = 800'

REMARKS

TO: R. P. WILSON

FROM: M. D. SMITH

RE: ☑ RESURVEY ☐ STAKING

PTRE&C NO: MIDLAND 1029

CC: PLANT: SPRABERRY

D. COLLINS/FILE
J. L. FLOYD
M. F. SUSTAITA
V. V. MARTIN
A. M. JOHNSON
CP-DANIELS/SUBIA
D. H. MACKEY

STATE OF TEXAS REGISTERED RICHARD B. DUNIVEN 1528 PROFESSIONAL LAND SURVEYOR

F/N & PLAT BY: RICHARD B. DUNIVEN AND CO. INC.
P.O. BOX 51135, MIDLAND, TEXAS 79710
WO#6882A (915) 687-0231

SIGNED

GROUP OR CORP. STAFF

FOR CHANGES & RESURVEYS, THIS PLAT TO BE ACCOMPANIED BY PIPE LINE REPORT, FORM NO. 3997

RC – CE SURVEYING MAPPING & PIPELINE RECORD SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2021

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):**
E-MAIL ADDRESS:

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 :	

INSURED
DCP Operating Company, LP
370 17th Street, Suite 2500
Denver, CO 80202

COVERAGES **CERTIFICATE NUMBER:** HOU-003824796-01 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			1000090175211	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			1000635770211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			42-UMO-301177-07	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000001665 (AOS) 1000004152 (MA)	04/01/2021 04/01/2021	04/08/2022 04/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 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

City Of Midland
300 N Loraine
Midland, TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

PACKET 19.17 October 12, 2021

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DCP Midstream
370 17th Street, Suite 2500
Denver, CO 80202
303-595-3331
303-605-2226 *FAX*

January 10, 2007

Dear Customer,

I am writing to remind you that Duke Energy Field Services changed its name to DCP Midstream effective January 1, 2007. This transition represents a simple name change, and if you should need it, the official legal certificate reflecting the name change is available to you upon request.

This name change is an outgrowth of Duke Energy Corporation's decision to separate its gas business, called Spectra Energy, from its electric business. The electric portion of Duke Energy Corporation has retained the name Duke Energy and under our license agreement we are obligated to discontinue use of that name. As a result, all of our subsidiaries with the name Duke Energy will be changed as follows:

DEFS Austin Gathering, LP to DCP Austin Gathering, LP
DEFS Holding 1, LLC to DCP Midstream Holding 1, LLC
DEFS Holding, LLC to DCP Midstream Holding, LLC
DEFS Industrial Gas, LLC to DCP Industrial Gas, LLC
DEFS Interstate Pipeline, LP to DCP Interstate Pipeline, LP
DEFS Raptor Pipeline, LLC to DCP Raptor Pipeline, LLC
DEFS Wyoming, LLC to DCP Wyoming, LLC
Duke Energy Field Services Marketing, LP to DCP Midstream Marketing, LP
Duke Energy Field Services, LLC to DCP Midstream, LLC
Duke Energy Field Services, LP to DCP Midstream, LP
Duke Energy Financial Services, LP to DCP Financial Services, LP
Duke Energy Guadalupe Pipeline, LLC to DCP Guadalupe Pipeline, LLC
Duke Energy Hinshaw Pipeline, LLC to DCP Hinshaw Pipeline, LLC
Duke Energy Intrastate Network, LLC to DCP Intrastate Network, LLC
Duke Energy NGL Operating, LLC to DCP NGL Operating, LLC
Duke Energy NGL Services, LP to DCP NGL Services, LP
Duke Energy Texas Intrastate Pipeline, LLC to DCP Texas Intrastate Pipeline, LLC
PanEnergy Dauphin Island, LLC to DCP Dauphin Island, LLC
PanEnergy Mobile Bay Processing, LLC to DCP Mobile Bay Processing, LLC

You will also notice our name change in various statements and correspondence, on our Web site, in directories, on our buildings and fleet.

Our new Web site address is www.dcpmidstream.com.

While our name has changed, our commitment to responsive customer service, and safe and reliable operations remains constant. You may still reach us at the same phone numbers.

Thank you for your continued business.

If you have any questions regarding this change, please do not hesitate to contact your customer representative.

Regards,

W. K. Easter II

Bill Easter
Chairman, President and CEO
DCP Midstream

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DUKE ENERGY FIELD SERVICES, LP", CHANGING ITS NAME FROM "DUKE ENERGY FIELD SERVICES, LP" TO "DCP MIDSTREAM, LP", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 2006, AT 3:48 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2007, AT 12:01 O'CLOCK A.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3200118 8100

061025326

AUTHENTICATION: 5187812

DATE: 11-11-06

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP
OF
DUKE ENERGY FIELD SERVICES, LP

Duke Energy Field Services, LP (the "Company") desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, DOES HEREBY CERTIFY:

1. The name of the Company is Duke Energy Field Services, LP.

2. The First Section of the Certificate of Limited Partnership of the Company is hereby amended in its entirety as follows:

   "FIRST: The name of the Limited Partnership is 'DCP Midstream, LP'."

3. The effective time of the name change of the Company contemplated hereby is January 1, 2007 at 12:01 a.m. Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Certificate of Limited Partnership of Duke Energy Field Services, LP this 8th day of November, 2006,

Stacey A. Metcalfe
Assistant Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:48 PM 11/08/2006
FILED 03:48 PM 11/08/2006

City Council Meeting

Item Number: 20

Meeting Date: September 28, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; 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, Barbara French, is requesting a Specific Use Designation without Term for a Kennel located at 4200 N. Fairgrounds Road.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

TH, Townhouse (Attached) Dwelling District in part; SF-2, Single-Family Dwelling District in part; SF-3, Single-Family Dwelling District in part; MF-16, Multiple-Family Dwelling District in part; and PD, Planned District for a Housing Development in part.

This property is in the process of being rezoned to RR, Regional Retail District. Per City of Midland Zoning Land Use Regulations, Kennels are permitted by a Specific Use Designation permit in the RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north are zoned MF-16, Multiple-Family Dwelling District, and the location of a residence, and PD, Planned District for a Housing Development, and the location of vacant land. The property to the east is zoned SF-2, Single-Family Dwelling District, and the location of vacant land. The properties to the south are zoned SF-2, Single-Family Dwelling District, and MF-16, Multiple-Family Dwelling District, and the location of vacant land. The property to the west across N. Fairgrounds Road is zoned SF-1, Single-Family Dwelling District, and the location of a golf course.

Analysis:

The applicant, Barbara French, is requesting a Specific Use Destination without Term, for the Lone Star Animal Sanctuary, located at 4200 N. Fairgrounds Road.

The Lone Star Animal Sanctuary is a non-profit animal rescue organization which provides short and long-term living quarters and care for rescued dogs and cats, as well as adoption services for the community. It is anticipating a future expansion, however, the current zoning districts on the property would not support a Kennel. The property is currently in the process of being rezoned to RR, Regional Retail District, to comply with the Midland City code (11-1-1-(B)-19), in where kennels are permitted by a specific use permit in the RR, Regional Retail District, or less restrictive districts. The floor plan provided, attached hereto as Exhibit A, shows the proposed overall square footage of Lone Star Animal Sanctuary.

All dogs must be in compliance with Section 6-2-7 of the City code before they may be boarded at the Kennel. The applicant will also be responsible for properly maintaining the kennel, providing food, and properly disposing the pet waste.

This proposed project has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objection.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Building Code: (Approved)

No objection.

Oil and Gas: (Approved)

No comments.

Animal Services:

The site plans indicate dog and cat areas but do not specify capacity. What is the current dog and cat capacity and what is the proposed capacity after expansion? Also, how many parking spaces are available for off street parking?

Prior to this item going to Council, Animal Services would like to schedule an inspection of the current facility.

Response from Barbara French with the Lone Star Animal Sanctuary:

> The current capacity for cats is 25-40 (max), and dogs is 65-100 (max). Ms. French anticipates those numbers doubling as they expand facilities in the future.
>
> There are currently 22 off-street parking spaces.
>
> Animal Services performed an inspection of the facility on Monday, August 16, 2021, at 1:30 p.m.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban Low. This designation calls for a mix of relatively low-density housing and easily accessed neighborhood commercial services. Compatibility will be achieved through gradual increases of intensity transitioning from one land use to another. This allows for the property owner to continue to provide services of a non-profit animal rescue organization for Midlander’s.

This request was recommended for approval at the August 16, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements of a specific use permit without term for a Kennel; therefore, staff recommends approval of the Specific Use Designation without Term for a kennel, subject to Conditions A through F.

Conditions:

A. That the use and development of this property as a kennel shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein.

B. That all animals may be boarded every day, 24 hours per day.

C. That all pet waste generated on the premises shall be properly disposed of in a pet waste disposal system.

D. That the owner of the Property shall confirm that each dog, cat and ferret on the Property is being kept, harbored or maintained in compliance with Section 6-2-7 of the City Code. The owner of the Property shall not accept a dog, cat or ferret for boarding on the Property, or allow a dog, cat or ferret to be accepted for boarding on the Property, without first confirming that keeping, harboring or maintaining the dog, cat or ferret will be in compliance with Section 6-2-7 of the City Code.

E. That all necessary permits, inspections and approvals shall be obtained from the Building Official and the Fire Marshal prior to occupancy under the terms of this ordinance.

F. That the City Manager, in the City Manager's sole discretion, or the City Council, in the City Council's sole discretion, may revoke this permit if the owner of the property fails to comply with any provision of this ordinance.

Letters of Objection:

As of September 9, 2021, staff has not received any letters of objections.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 1, Block 1, Ruckus Addition, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a kennel, 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 use and development of this Property as a kennel shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and

incorporated herein.

B. That animals may be boarded every day, 24 hours per day.

C. That the owner of the Property shall confirm that each dog, cat and ferret on the Property is being kept, harbored or maintained in compliance with Section 6-2-7 of the City Code. The owner of the Property shall not accept a dog, cat or ferret for boarding on the Property, or allow a dog, cat or ferret to be accepted for boarding on the Property, without first confirming that keeping, harboring or maintaining the dog, cat or ferret will be in compliance with Section 6-2-7 of the City Code.

D. That all pet waste generated on the premises shall be properly disposed of in a pet waste disposal system.

E. That all necessary permits, inspections and approvals shall be obtained from the Building Official and the Fire Marshal prior to occupancy under the terms of this ordinance.

F. That the City Manager, in the City Manager's sole discretion, or the City Council, in the City Council's sole discretion, may revoke this permit if the owner of the Property fails to comply with any provision 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

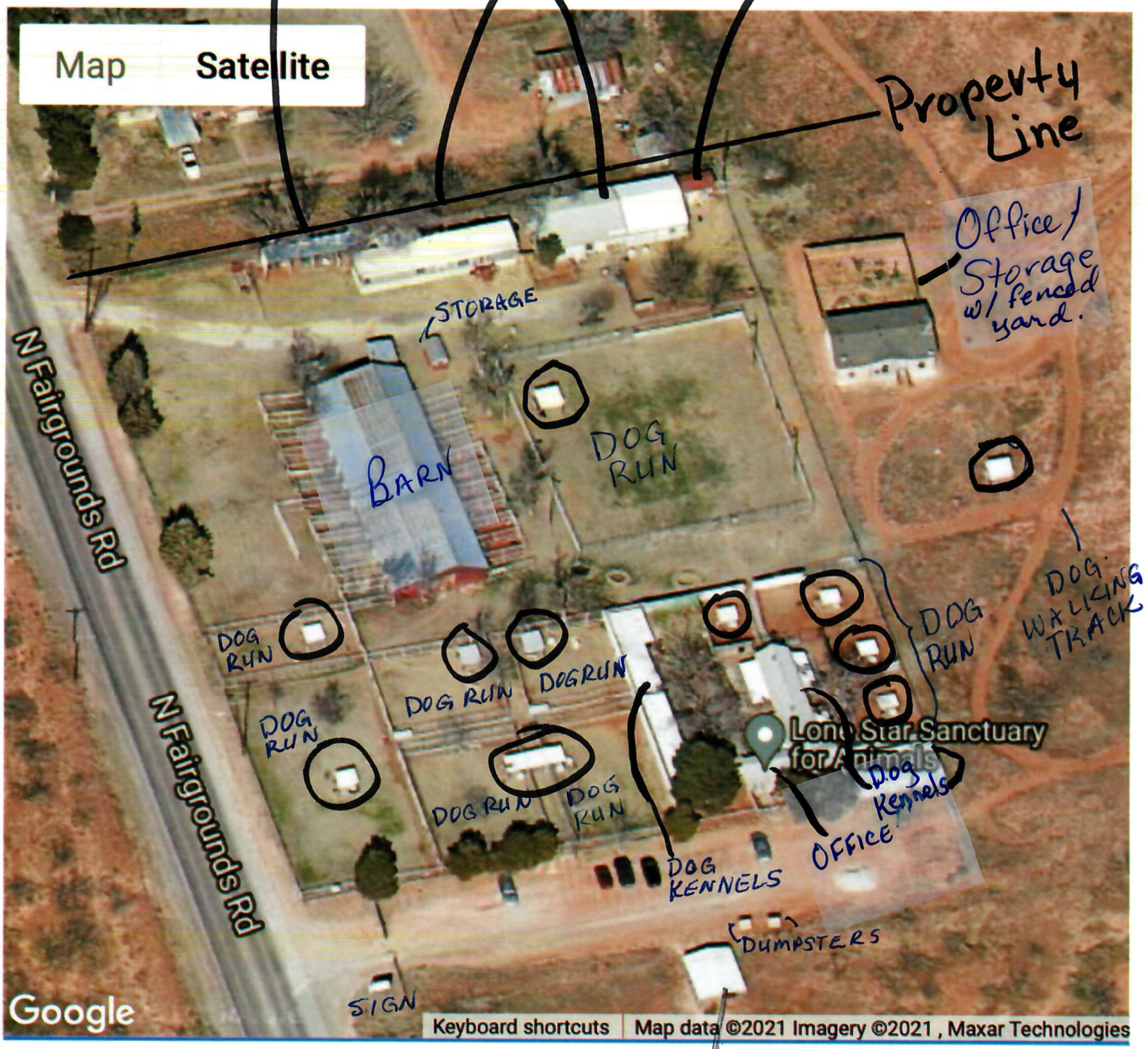
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney


Exhibit "A"
Lonestar Sanctuary for Animals
Vacant
N FAIRGROUNDS
SHANKS
CYNTHIA
<Null>


Carport
Cat Buildings
Well House
Map
Satellite
Property Line
Office/ Storage w/ fenced yard.
STORAGE
BARN
DOG RUN
N Fairgrounds Rd
DOG RUN
DOG RUN
DOGRUN
DOG RUN
DOG RUN
DOG RUN
DOG RUN
DOG WALKING TRACK
Lone Star Sanctuary for Animals
Dog Kennels
OFFICE
DOG KENNELS
DUMPSTERS
SIGN
Google
Keyboard shortcuts
Map data ©2021 Imagery ©2021 , Maxar Technologies
- Shade Structures
Carport

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: _____

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Barbara French		Phone (432) 352-8287 Email lssfa4200@gmail.com	
Address 5512 Carmel Ct	City Midland	State TX	Zip 79707

Property Owner Printed Name: Dolores McCall		Phone (432) 683-5662 Email doloresmccall@dlmccall.com	
Address 2608 W Dengar	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit:	*For Office Use Only* ☐ with Term ☒ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☒ No

Street Address: 4200 N Fairgrounds Road, Midland, TX 79705

Legal Description
Lot: Block: Subdivision: Ruckus Addition

Current Zoning:

Maximum Floor Area:	**Maximum Occupancy:**

Proposed hours and days of use or operation: 8 a.m. til 5 p.m. 7 days per week.

Reason for request: In conjunction with rezoning application (Regional Retail), to build and improve facilities at Lone Star Sanctuary for Animals.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Lone Star Sanctuary has been in operation at this location for 22 years and it strives to improve the community through rescuing homeless dogs and cats and educating the community about proper animal care.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures		
Applicant (signature):	Barbara French	Date: 7-21-2021
Applicant (printed):	Barbara French	
Property Owner (signature):	Dolores McCall	Date: 7-21-2021
Property Owner (printed) :	Dolores McCall	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared BARBARA FRENCH who, being by me duly sworn, upon oath says: That (s)he is authorized by Dolores McCall, 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.

Barbara French
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21ST day of JULY, 20 21, to certify which witness my hand and seal of office.

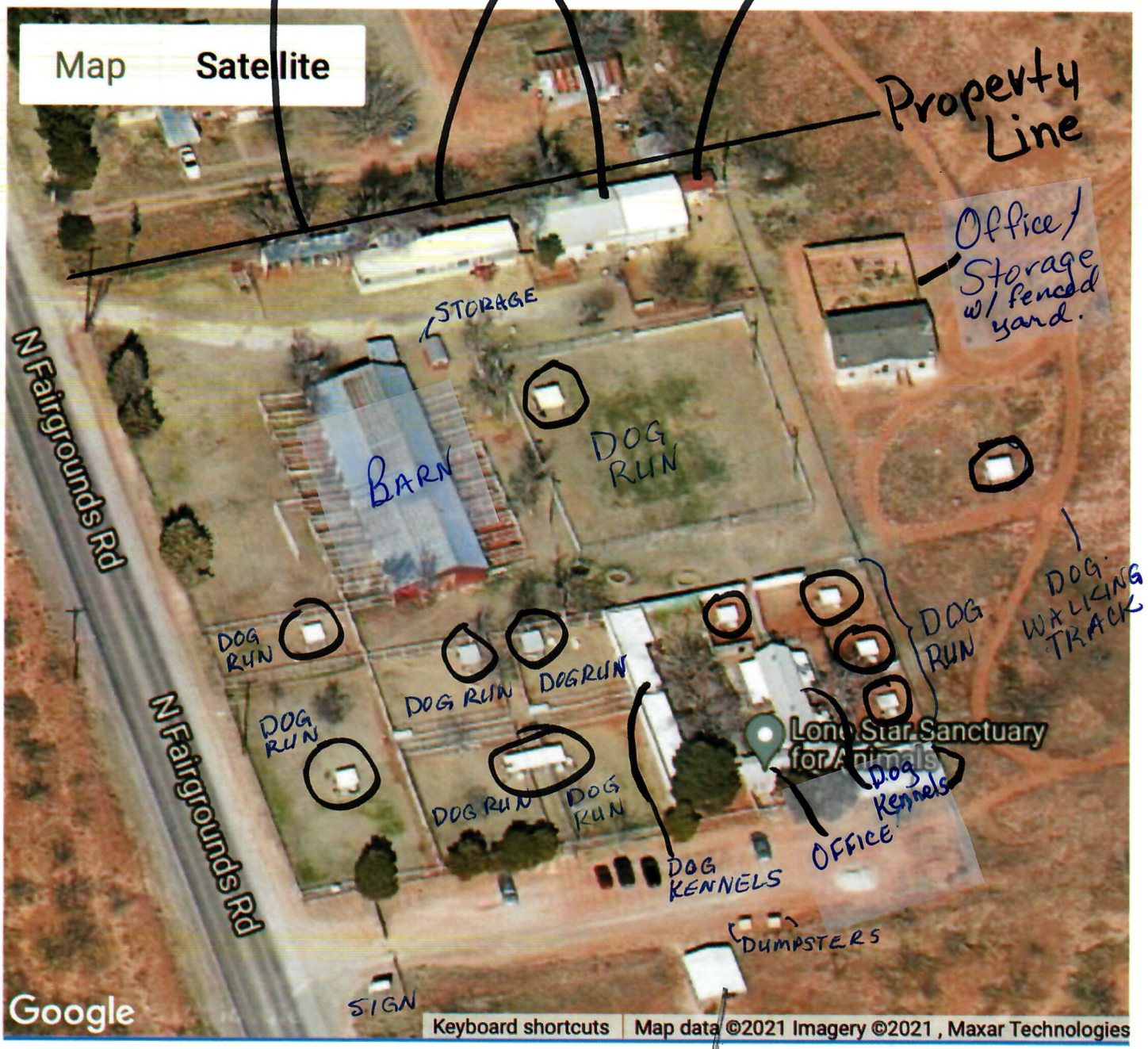
NOTARY PUBLIC STATE OF TEXAS
Walter Chandler Tate
My Commission Expires
01/30/2023
ID No. 131872990

Walter Chandler Tate
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****


Exhibit "A"
Lonestar Sanctuary for Animals
Vacant
N FAIRGROUNDS
SHANKS
CYNTHIA
<Null>


Carport
Cat Buildings
Well House
Map
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Property Line
Office/ Storage w/ fenced yard.
STORAGE
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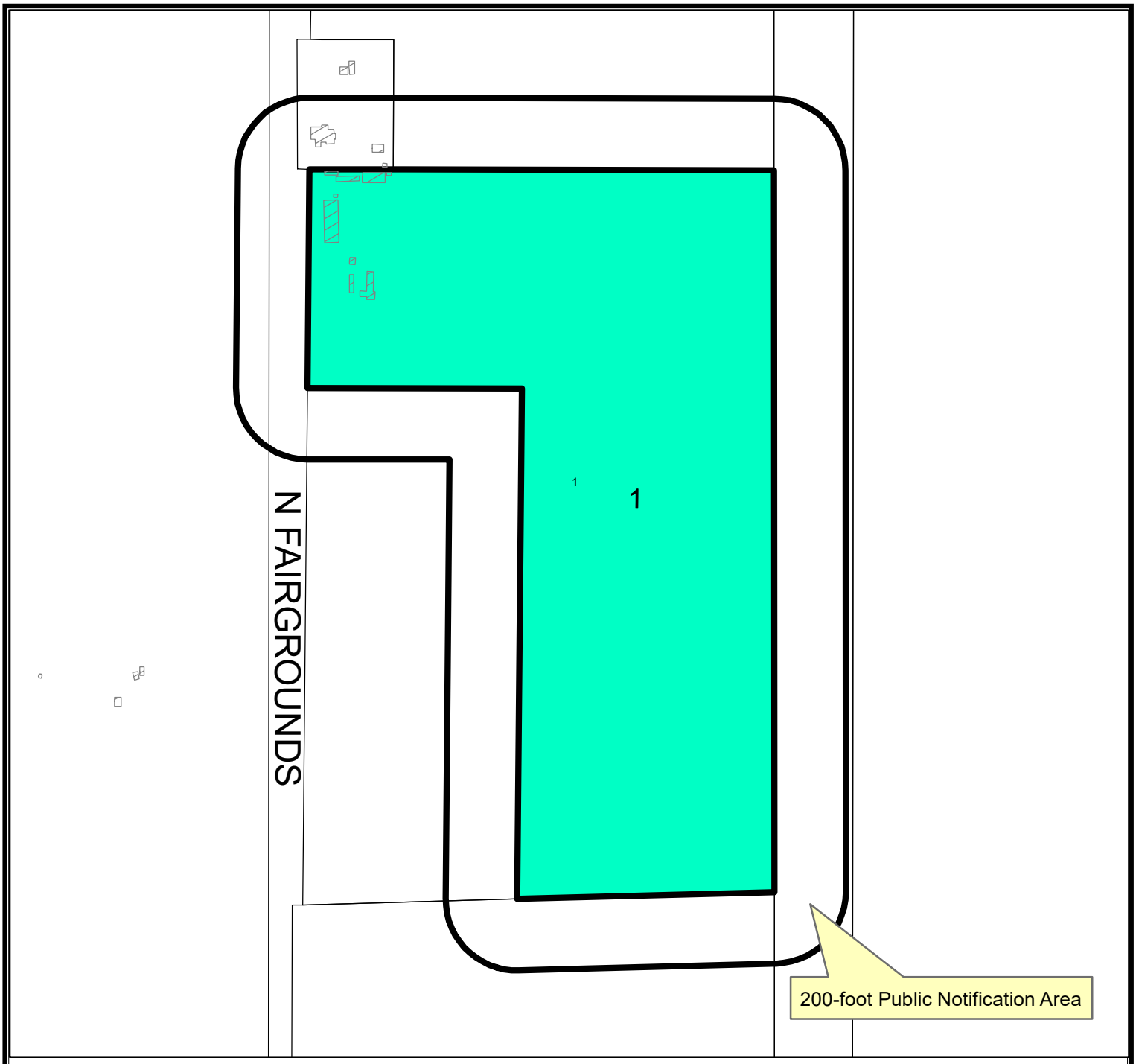
DOG RUN
DOG WALKING TRACK
Lone Star Sanctuary for Animals
Dog Kennels
OFFICE
DOG KENNELS
DUMPSTERS
SIGN
Google
Keyboard shortcuts
Map data ©2021 Imagery ©2021 , Maxar Technologies
Shade Structures
Carport



LOCATION MAP

SUDwo-21-0023 **Scale: 1" = 400'**

Consider a request by Barbara French for a Specific Use Destination, without term, to allow for the construction of future animal sanctuary facilities, on Lot 1, Block 1, Ruckus Addition, City and County of Midland, Texas.

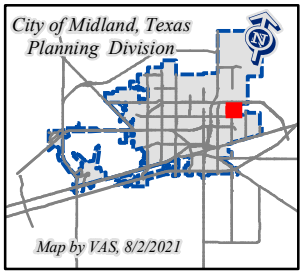
Generally located on the east side of Fairgrounds Road, approximately 1,899-feet south of E. Loop 250 North. (Council District 2)

LEGEND

CITY LIMITS

PARCEL

PRIVATE BLDGS

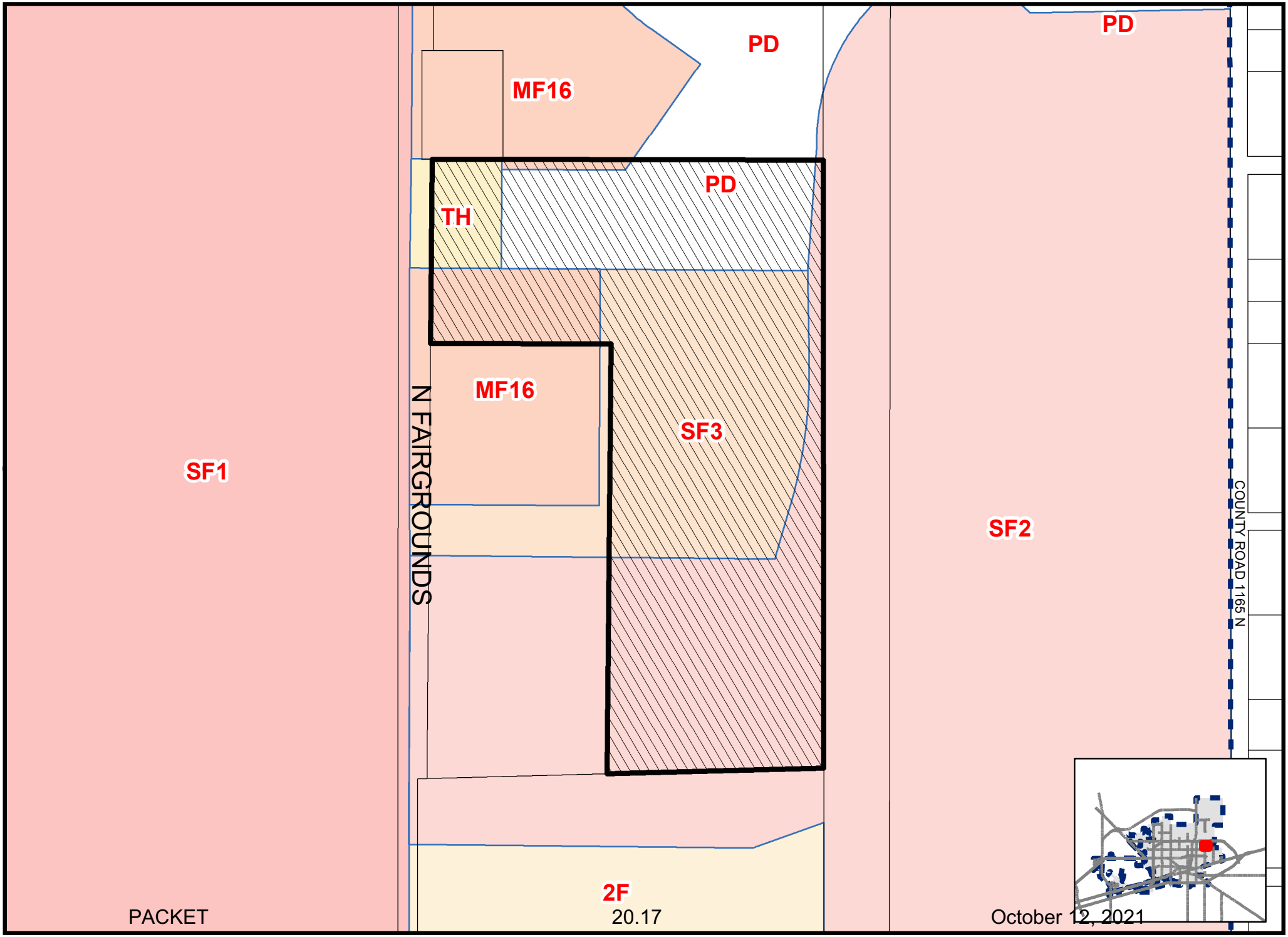


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

October 12, 2021



Map By VAS, 8/2/2021

SUDwo-21-0023

Scale: 1" = 200'

ZONING MAP




WARNING


Lone Star Sanctuary For Animals
"Saving and Changing Lives"
4200 North Fairgrounds Road
(432) 563-7287



City Council Meeting

Item Number: 21

Meeting Date: September 28, 2021

To: City Council / City Manager

From: Cole Furqueron,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH & FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 192 FEET SOUTH OF EAST WASHINGTON AVE); 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, Cruz Marquez, is requesting to rezone the property located at 507 S. Webster Street to allow for the construction of a new residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22 Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, west, and south are zoned MF-22, Multiple-Family Dwelling District, and the locations of vacant land, and residential homes. The properties to the east are zoned C, Commercial District and the location of residential homes.

Analysis:

The applicant, Cruz Marquez, is requesting to rezone the property from MF-22 Multiple-Family , 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 the construction of single-family homes. Under the new Zoning Code adopted in 2019, residential uses became more specific to single-family zoning districts.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

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.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of loca 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 of plat, this could prevent receiving city permits for structures.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for urban-medium. This designation serves to connect commercial, office, and mixed-use areas with residential uses. Therefore, the construction of single-family housing at this location is in conformance with the recommendations of the Tall City Tomorrow plan as it provides for the integration of uses. It would also support the existing neighborhood characteristics and uses of the area.

This request was approved at the September 7, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from MF-22, Multiple-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, 2021.

Attachments:

Application
Plat (Exhibit A)
Site Plan
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH & FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 192 FEET SOUTH OF EAST WASHINGTON AVE); 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 9, Block 25, Greenwood Addition, Third, Fourth & Fifth Sections, 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0258

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cruz A. Marquez		Phone (432) 631-4616 Email CruzMarquez1972@Hotmail.com	
Address 914 Canyon dr.	City Midland	State Tx	Zip 79703
Property Owner Printed Name: Cruz A. Marquez		Phone (432) 631-4616 Email CruzMarquez1972@Hotmail.com	
Address 914 Canyon dr.	City Midland	State Tx	Zip 79703
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 507 S. Webster

Legal Description
Lot: 9 Block: 25 Subdivision: Greenwood Addition

Current Zoning: MF2

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: New Construction

Present Use of Property: Vacant

Proposed Use of Property: New Construction

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: N/A

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)

RECEIVED
AUG 11 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Cruz A Marquez	Date:
Property Owner (printed) : Cruz A. Marquez	

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_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

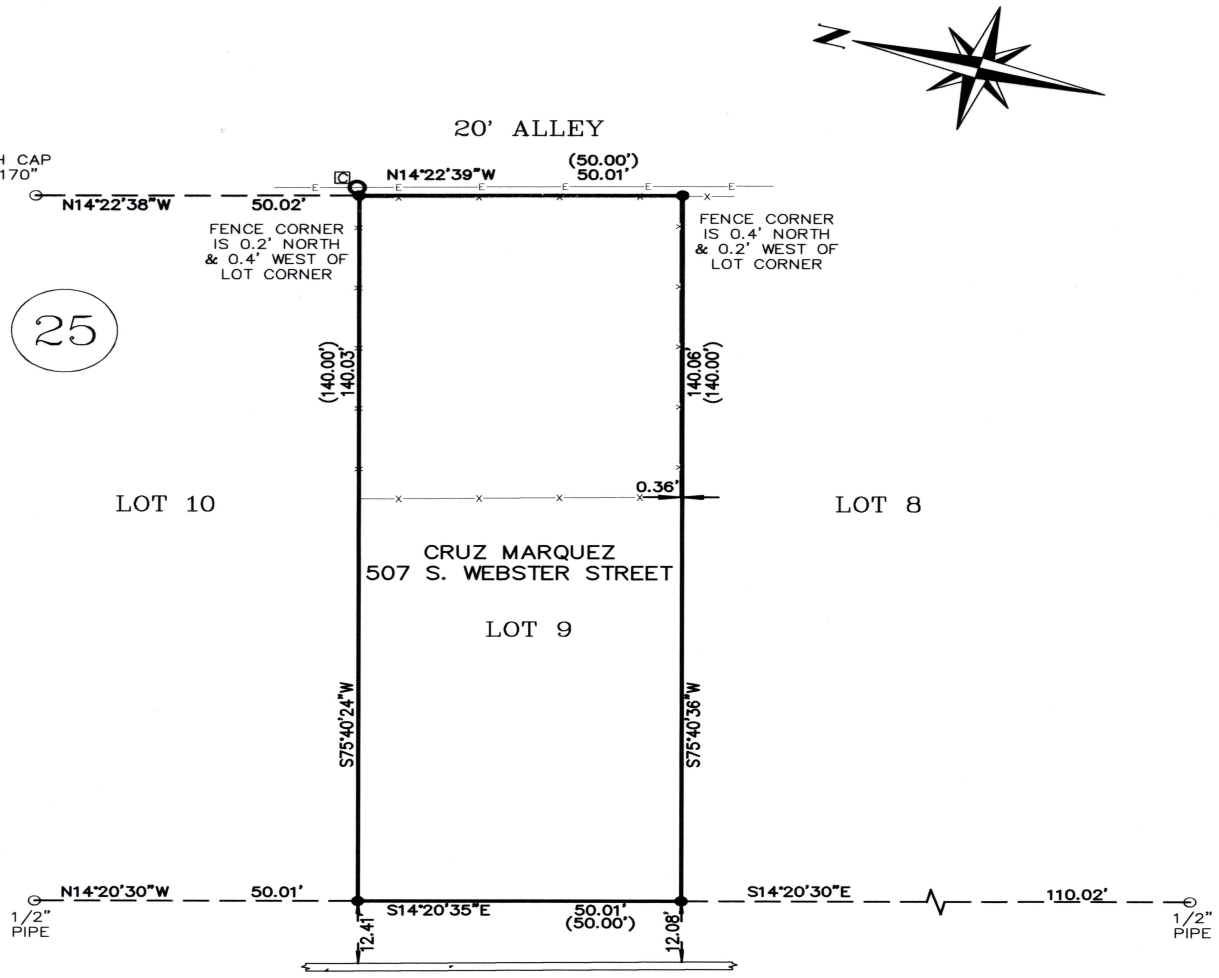
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By: _____	Date: 8/11/21

Application will not be considered for scheduling until reviewed by a planner.

COPYRIGHT 2021
This survey plat is being provided solely for the use of: Cruz Marquez, 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 August 16, 2021, which shall take place within 90 days after the survey was provided.



SURVEY OF
LOT NINE (9), BLOCK TWENTY FIVE (25), GREENWOOD ADDITION (THIRD, FOURTH & FIFTH SECTIONS), AN ADDITION TO THE CITY OF MIDLAND MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET B, PAGE 56, PLAT RECORDS, MIDLAND COUNTY, TEXAS

This survey was prepared without benefit of a title commitment. Not all easements or matters of title may be shown.

Census Tract: 15

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0206 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 16th day of August 2021.

Bruce R Pennell

Registered Professional Land Surveyor No. 4170
Date: 08/16/2021

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

LEGEND

- ● Set 1/2" I.R. W/Cap "RPLS 4170"
- ○ Fnd. 1/2" I.R.
- O Power Pole
- ——E——E—— Overhead Electric Line
- ⊡ Cable TV Junct. Box
- ——X——X—— Chain Link Fence Line

Basis of Bearings:
NAD 83 Lambert Grid

Bearings and Distances Shown
Inside ( ) Indicate Record Information

20 10 0 20

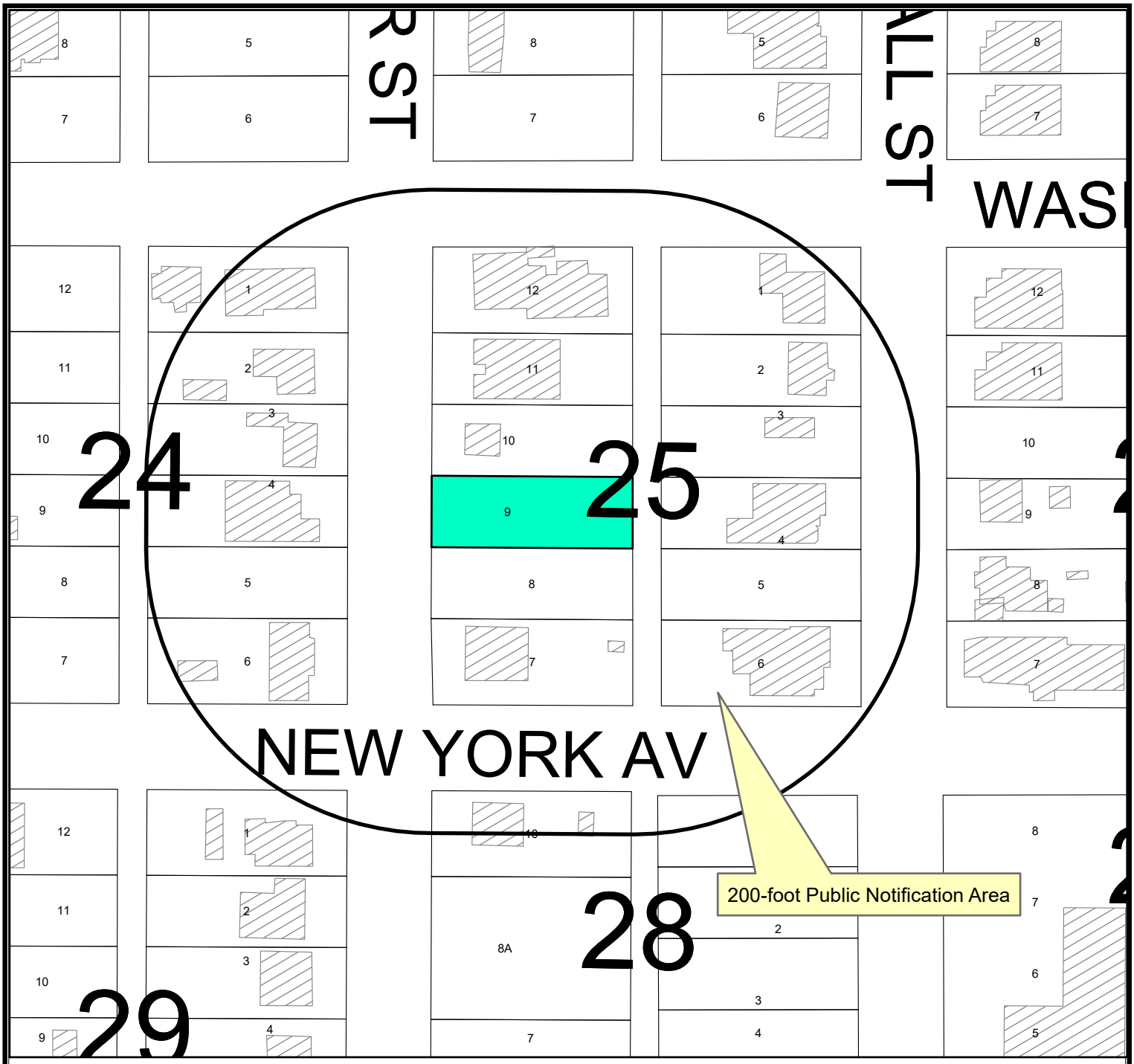
SCALE: 1" = 20'

STATE OF TEXAS
REGISTERED
BRUCE R. PENNELL
4170
PROFESSIONAL LAND SURVEYOR

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: BRP22587	DATA FILE: 507WEBSTER	DRAWN BY: MARCY N.	FIRM NO.: 10193978


Development Services
with ArcGIS Web AppBuilder
507 s webster
Show search results for 507 s webster
500
501
502
503
505
506
508
509
S WEBSTER
Search result
507 South WEBSTER Street, 79701
Zoom to
40ft
-102.048 31.997 Degrees



LOCATION MAP

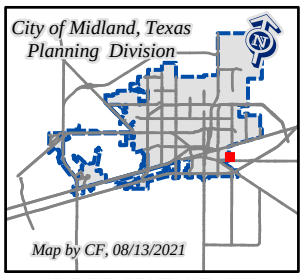
Z-21-0258 **Scale: 1" = 200'**

Consider a request by Cruz Marquez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 9, Block 25, Greenwood 3rd, 4th, &5th, City and County of Midland, Texas.

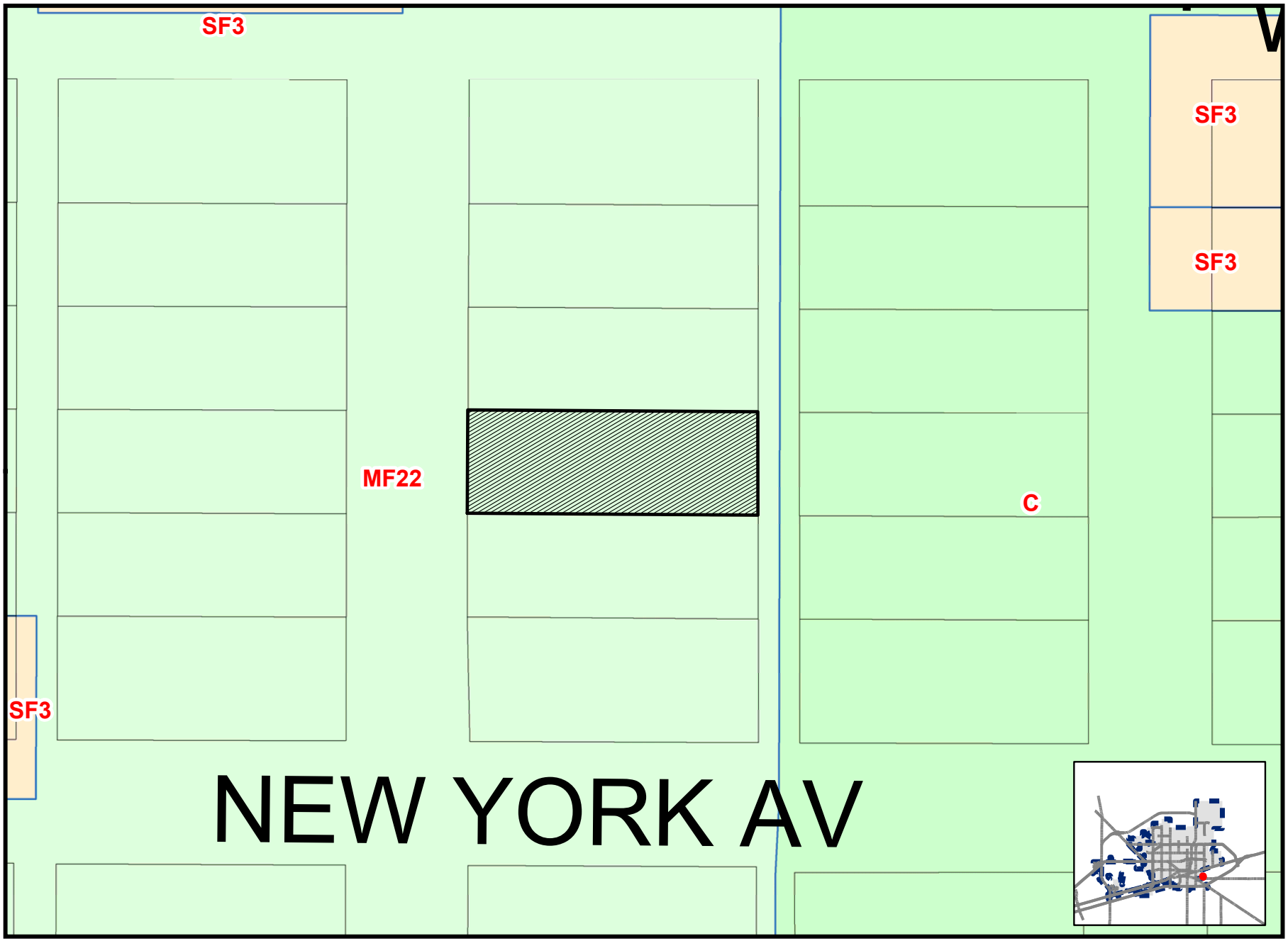
Generally located on the East side of S. Webster Street, approximately 192-feet south of E. Washington Ave. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 12, 2021



Map By CF, 08/13/2021

Z-21-0258

Scale: 1" = 700'

ZONING MAP

PACKET
21.12
October 12, 2021


DIRT LIFE
TEXAS
JCG-4131




ROAD
CLOSED
STOP


508

City Council Meeting

Item Number: 22

Meeting Date: September 28, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR 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)

Purpose:

The applicant, Stephen T. Marcum is requesting to rezone the property located at 3301 Sinclair Avenue, to redevelop the existing Senior Life Midland building.

Recommended City Council Action:

Approve

Surrounding Zoning and Land Uses:

The properties to the north, east, and west are zoned SF-1, Single-Family District, and are the locations of residential homes. The property to the south is zoned PD, Planned District for an Office Center, and the location of Permian Nephrology Associates.

Current Zoning:

SF-1, Single-Family Dwelling District (Ordinance No. 6723).

Analysis:

The applicant Stephen T. Marcum, is requesting to rezone the property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center to allow for the redevelopment of Senior Life Midland on the property located at 3301 Sinclair Avenue. Senior Life Midland is a private, non-profit agency that offers programs designed to meet the needs of older Midland Residents.

The property has a specific use permit (Ordinance No. 6723), which allows the property to be used as a senior citizen center. Since the current zoning ordinance does not allow this use, through a specific use designation, a planned development district provides some flexibility to allow for these uses.

The proposed site plan (Exhibit B) shows 28,837 square feet of building, including twenty-three (23) office spaces, three (3) conference rooms, a handy man shop, a kitchen, several storage rooms, a receiving area, and a volunteer pick-up area. Sixty-three (63) parking spaces are proposed out of the seventy-two (72) that are required per our code (1 per 400 square feet). Therefore, this site does not have adequate parking. However, the applicant has noted that the 63 parking spaces are more than adequate for their staff and the population that they serve.

Furthermore, a business office is not allowed in the SF-1, Single-Family Dwelling District. Therefore, this zone change request will bring this lot into conformance with the current zoning ordinance and allow for the redevelopment of the site. Additionally, this property is in the process of platting.

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.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review.

No objections to plat.

Planning:

This proposed development fits with chapter 3, An Integrated Land Use Vision, "Future Land Use Map" of the Tall City Tomorrow comprehensive plan as this area is called for Urban-Medium Neighborhood Center. This designation calls for a mix of traditional neighborhood business including small-scale commercial, office, civic, and residential. The commercial uses should be low impact and provide a variety of neighborhood services. Therefore, the redevelopment of Senior Life Midland is compliant with the recommendations of the Tall City Tomorrow.

This request was approved at the September 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center, subject to condition A through C.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the O-1, Office District.**

B. **That this property shall conform to the site plan and elevations, which are attached hereto and incorporated herein as Exhibits "B".**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

Letters of Objection:

Staff has not received any letters of objection as of September 22, 2021.

Attachments:

Application
Property Survey (Exhibit A)
Site Plan and Elevations (Exhibit B)
Maps
Ordinance No. 6723

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 2.273-acre tract of land out of Section 20, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan and elevations attached hereto as Exhibit "B".

B. That the landscaping shown in Exhibit "B" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

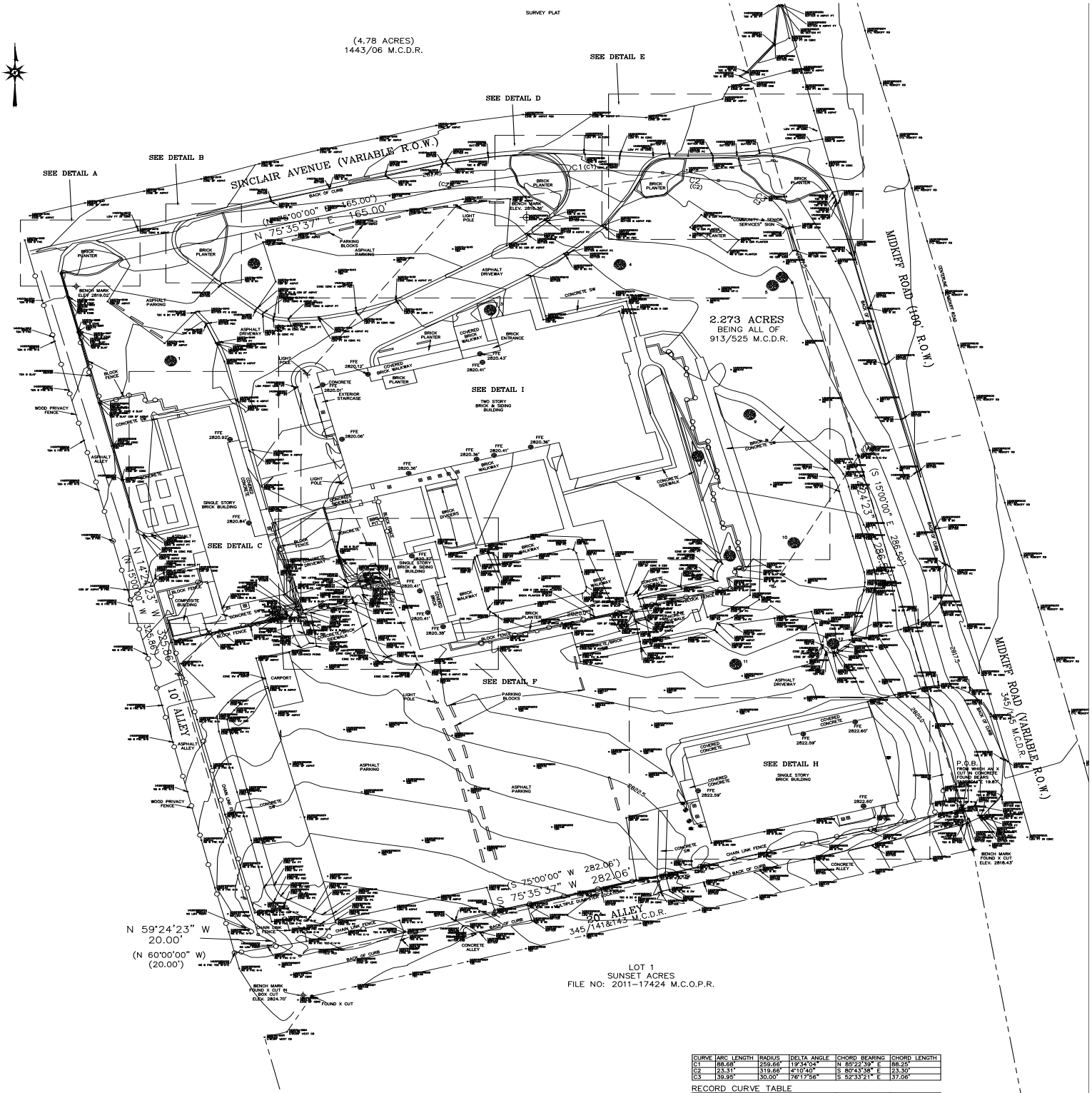
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.68'	259.66'	19°34'04"	N 85°22'39" E	88.25'
C2	23.31'	319.66'	4°10'40"	S 80°43'58" E	23.30'
C3	39.95'	30.00'	76°17'56"	S 52°33'21" E	37.06'

RECORD CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.68'	259.66'	19°34'00"	N 04°47'00" E	88.24'
C2	32.73'	319.66'	5°51'56"	S 86°21'58" E	32.71'
C3	39.95'	30.00'	76°17'56"	S 53°058'58" E	37.06'

TREE NUMBER	SPECIES	DIAMETER
1	OAK	24"
2	OAK	24"
3	MESQUITE	6"
4	OAK	10"
5	OAK	42"
6	OAK	16"
7	OAK	TWIN 12"
8	OAK	TWIN 17"
9	PECAN	21"
10	PECAN	14"
11	PECAN	20"
12	PECAN	18"

LEGAL DESCRIPTION: Being 2.273 acres of land out of Section 20, Block 39, T-1-S, T. & P. RR. Co. Survey, Abstract No. 1166 in Midland County, Texas and also being all of that certain 2.269 acre tract described in Volume 913, Page 525 of the Deed Records of Midland County, Texas; Said 2.273 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc in December, 2014 & January 2015;

BEGINNING at a 1/2 inch iron rod set in the west Right of Way line of Midkiff Road, the north line of a 20 foot alley and the east line of said Tract 2 for the southeast corner of said 2.269 acre tract and the southeast corner hereof and Iron which an "X" cut in concrete found for the northeast corner of that certain tract described in File No: 2011-17424 of the Official Public Records of Midland County, Texas bears South 12°05'44" East a distance of 19.8f feet;

THENCE South 75°35'37" West a distance of 282.06 feet along the north line of said 20 foot alley and the south line of said 2.269 acre tract to a 1/2 inch iron rod set for the most southerly southwest corner here of;

THENCE North 59°24'23" West a distance of 20.00 feet along the southwesterly line of said 2.269 acre to a 1/2 inch iron rod set in the east line of a 10 foot alley for the most westerly southwest corner hereof;

THENCE North 14°24'23" West a distance of 325.86 feet along the east line of said 10 foot alley and the west line of said 2.269 acre tract to an "X" marked in concrete in the south line of Sinclair Avenue for the northwest corner of said 2.269 acre tract and the northwest corner hereof;

THENCE along the south line of Sinclair Avenue and the north line of said 2.269 acre tract, the following 4 courses:

1. North 75°35'37" East a distance of 165.00 feet to a 1/2 inch iron rod set for a corner hereof;
2. with a curve turning to the right with an arc length of 88.68 feet, with a radius of 259.66 feet, with a chord bearing of North 85°22'39" East , with a chord length of 88.25 feet to a 1/2 inch iron rod set for a corner hereof;
3. with a reverse curve turning to the left with an arc length of 23.31 feet, with a radius of 319.66 feet, with a chord bearing of South 80°43'58" East , with a chord length of 23.30 feet to a 1/2 inch iron rod set for a corner hereof ;
4. with a reverse curve turning to the right with an arc length of 39.95 feet, with a radius of 30.00 feet, with a chord bearing of South 52°33'21" East , with a chord length of 37.06 feet to a 1/2 inch iron rod set in the west line of said Midkiff Road and the east line of said 2.269 acre tract;

THENCE South 14°24'23" East a distance of 286.50 feet along the west line of said Midkiff Road and the east line of said 2.269 acre tract to the **POINT OF BEGINNING** containing 2.273 acres more or less, and as shown hereon.

HQ: 111 Austin Street, Mason, Texas, 78856
(877)347-6883
TX: PO/M BOX: PO BOX34-00, OK CA 01810
OK: PO/M BOX: PO BOX 1, OK CA 01810
FILE: N:\SURVEY\SURVEY\Projects\PROJECTS & MISC JOBS\14-01666 COMMUNITY & SENIOR SERVICES\14-01666 COMMUNITY & SENIOR SERVICES.dwg
CTLS
Cross Texas Land Services, Inc
HQ: 111 Austin Street, Mason, Texas, 78856
(877)347-6883
TEXAS , OKLAHOMA
TX: PO/M BOX: 01700/34-00 & 01819/3808, OK CA 01838
www.crosstexaslandservices.com

A. THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS OR PROTRUSIONS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS AND ROADWAYS, EXCEPT AS SHOWN HEREON.

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR — DATE 1-22-2015

NOTES:
1. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE NAD 83 GRID VALUES, HORIZONTAL VALUES ESTABLISHED FOR CONTROL TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, UTILIZING NGS CONTROL MONUMENTS "MIDLAND RESET" AND "MIDLAND CORS ARP". DISTANCES SHOWN HEREON ARE GROUND AND ARE BASED ON SEA LEVEL CONTROL.
2. CONSTRUCTION SITE LOCATION SERVICES, LLC. (CSLS) DOES NOT WARRANT THAT ANY OR ALL UTILITIES ARE SHOWN HEREON. CSLS DOES NOT WARRANT THAT ALL UTILITIES ARE SHOWN HEREON.
3. IRON ROD SET ARE 1/2 INCH IRON RODS WITH PLASTIC CAPS STAMPED "CTLS".
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.

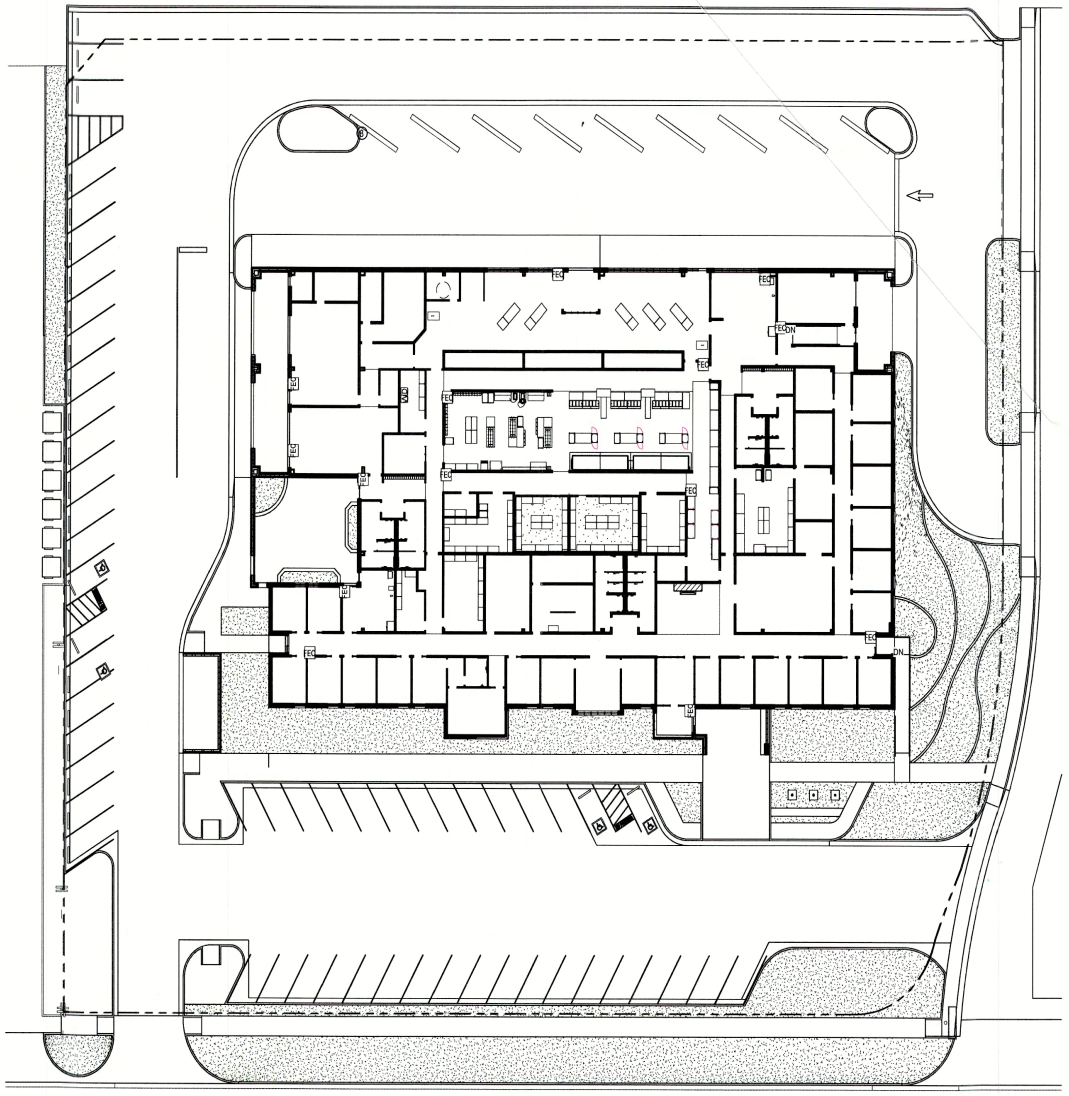
LEGEND:

BOUNDARY LINE	CLEAN OUT
ADJOINER LINE	MONUMENT FOUND
SURVEY LINE	MONUMENT SET
BURIED UTILITY LINE	A/C UNIT
OVERHEAD UTILITY LINE	UTILITY POLE/RISER
FENCE LINE	WATER WELL/METER
PUBLIC UTILITY EASEMENT	MANHOLE
BUILDING SETBACK LINE	ELECTRIC BOX/METER
RECORD CALL	FIRE HYDRANT
	TELEPHONE/CABLE PEDESTAL
	BENCH MARK
	GAS METER
	FINISH FLOOR ELEVATION SPOT (FFE)
	M.C.P.R. – MIDLAND COUNTY PLAT RECORDS
	M.C.D.R. – MIDLAND COUNTY DEED RECORDS
	M.C.O.P.R. – MIDLAND COUNTY OFFICIAL PUBLIC RECORDS

0' 20' 40' 60'

REFERENCE COMMUNITY & SENIOR SERVICES	
ADDRESS/LOCALITY: SINCLAIR AVENUE	
LEGAL DESCRIPTION: 2.273 ACRES OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T. & P. RR. CO. SURVEY, ABSTRACT NO. 1166 IN MIDLAND COUNTY, TEXAS	
JOB NO. 14-01666	REV. 1
DRAWN BY: FJG	PAGE: 1 OF 2

EXHIBIT "B"



X-1.02 SITE PLAN
SCALE: 1" = 20'-0"
DATE: 07/06/21

PACKET

NEW FACILITY

22-10

October 12, 2021

VANDERGRIFF GROUP
ARCHITECTS • PC
312 N. BIG SPRING SUITE 100 (432)687-0781 MIDLAND, TEXAS

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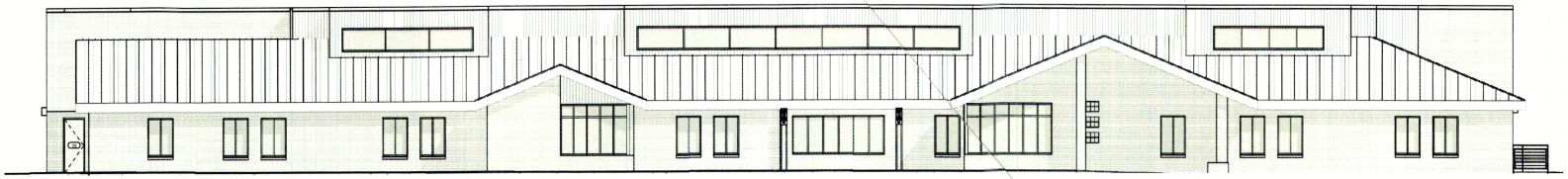
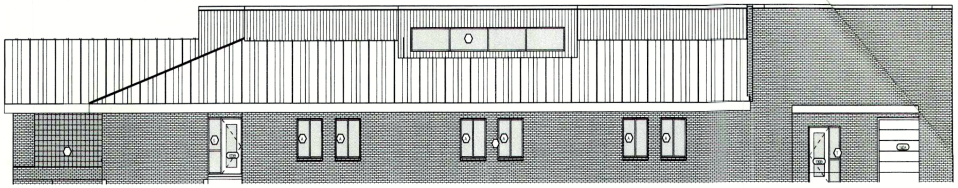
7/7/2021 11:12:43 AM

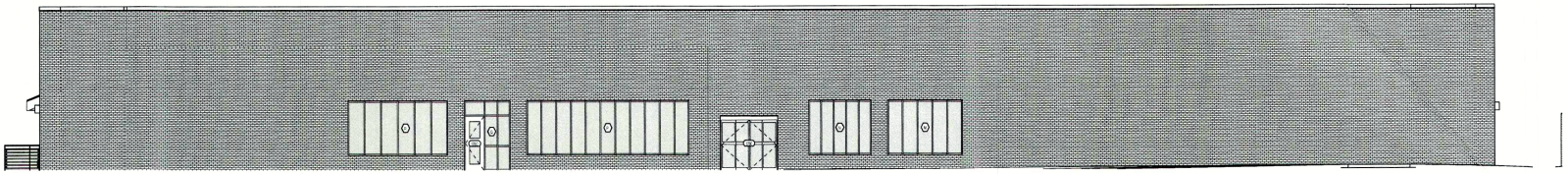
EXHIBIT "B" (cont'd)



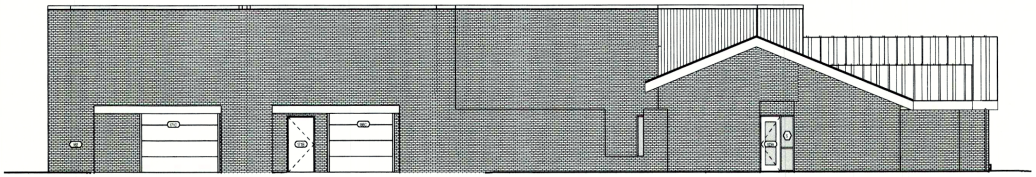
1 X-1.05 SOUTH ELEVATION EXHIBIT
1/8" = 1'-0"



2 X-1.05 EAST ELEVATION EXHIBIT
1/8" = 1'-0"



3 X-1.05 NORTH ELEVATION EXHIBIT
1/8" = 1'-0"



4 X-1.05 WEST ELEVATION EXHIBIT
1/8" = 1'-0"

X-1.05 ELEVATIONS PACKET
SCALE: 1/8" = 1'-0"
DATE: 07/06/21

NEW FACILITY 22.11

VANDERGRIFF ARCHITECTS • PC
312 N. BIG SPRING SUITE 100 (432)687-0781 MIDLAND, TEXAS
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October 12, 2021

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7/7/2021 11:13:09 AM

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0256

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Stephen T. Marcum, P.E.		Phone (432)685-1226 Email smarcum@skylinecivilgroup.com	
Address 3323 N. Midland Drive, STE 113-166	City Midland	State TX	Zip 79707

Property Owner Printed Name: Community & Senior Services of Midland		Phone (432) 689-6693 Email	
Address 3301 Sinclair Ave.	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Skyline Civil Group, LLC Printed Name: Stephen T. Marcum, P.E.		Phone ( ) Email	
Address Same as Above	City	State	Zip

Street Address: 3301 Sinclair Ave.

Legal Description
Lot: Block: Subdivision: RE: Survey Attached Herein

Current Zoning:
SF1

Proposed Zone: O-1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Commercial Business / Office Proposed
Community driven business / very important/appreciated by senior's within The Midland Community.

Present Use of Property: Senior Life Facility / Meals on Wheels / Meal Preparation and Delivery

Proposed Use of Property: Same Use

How would this zone change affect the public health, safety and welfare?
Community driven business / very important/appreciated by senior's within The Midland Community.

Describe how conditions affecting the property have changed since present zoning designation: N/A
Community driven business / very important/appreciated by senior's within The Midland Community.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 08.01.21
Applicant (printed): Stephen T. Marcum	
Property Owner (signature): Kathleen Kirkland Haynie (SLM)	Date: 08.01.21
Property Owner (printed): Kathleen Kirkland Haynie (Senior Life Midland)	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Stephen T. Marcum who, being by me duly sworn, upon oath says: That (s)he is the owner of Kathleen K. Haynie or authorized by Senior Life Midland, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 11th day of August, 2021, to certify which witness my hand and seal of office.

Rebekah Taylor
Notary Public, State of Texas
Notary ID 449619-2
My Commission Exp. 06-23-2024

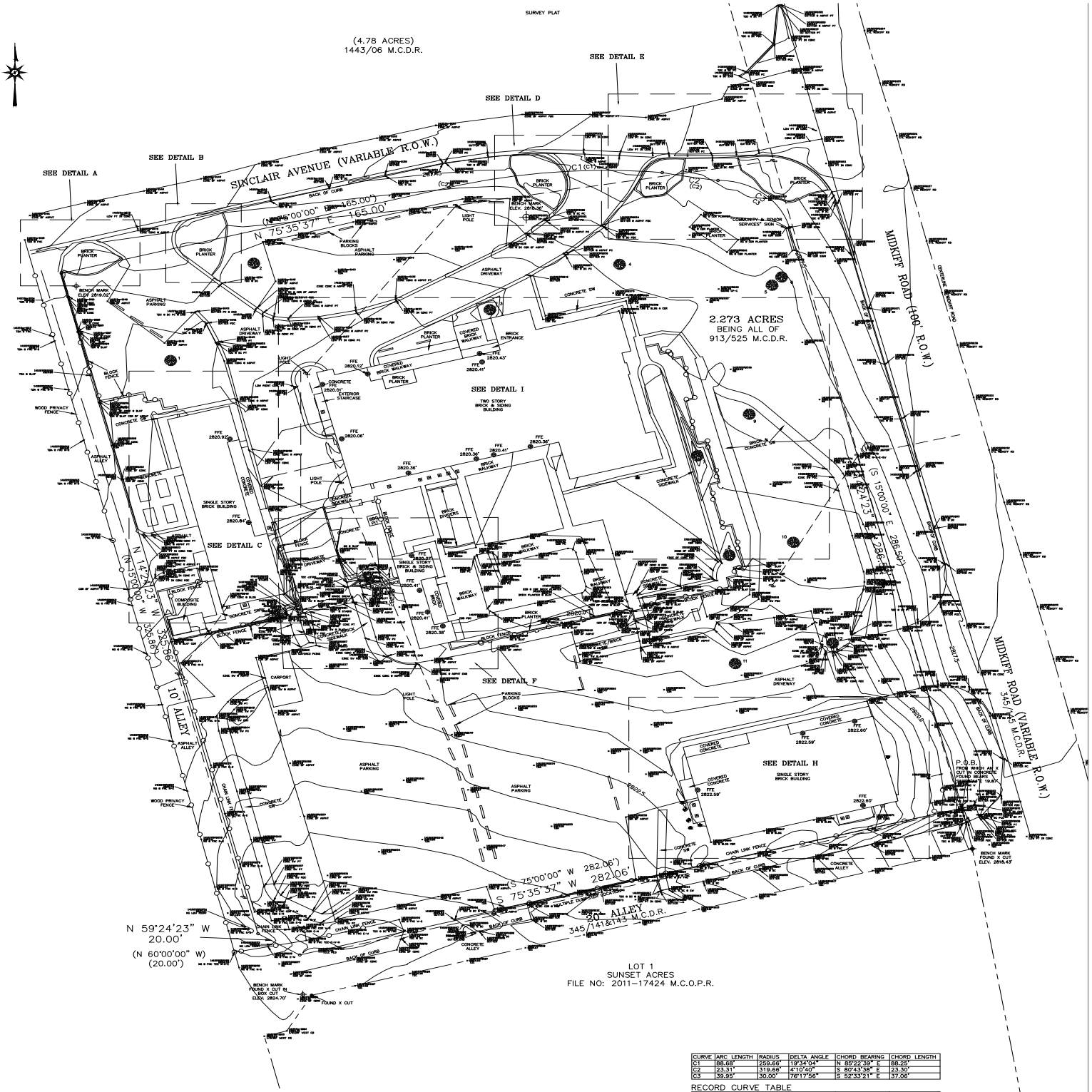
(Rebekah) Becky Taylor

NOTARY PUBLIC, ~~MIDLAND COUNTY,~~ Lubbock County TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

Application will not be considered for scheduling until reviewed by a planner.

SURVEY PLAT



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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RECORD CURVE TABLE

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THENCE South 75°35'37" West a distance of 282.06 feet along the north line of said 20 foot alley and the south line of said 2.269 acre tract to a 1/2 inch iron rod set for the most southerly southwest corner here of;

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THENCE along the south line of Sinclair Avenue and the north line of said 2.269 acre tract, the following 4 courses:

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9	PECAN	21"
10	PECAN	14"
11	PECAN	20"
12	PECAN	18"

HQ: 111 Austin Street, Mason, Texas, 76856
(877)347-6883
TX: PO/SI BOX: P-100264-00, OK: CA 418193
NM: 1 Bank Street, Suite 105, White Rock, NM 87547
FILE: S:\SURVEYING\Projects\PROJECTS & MISC JOBS\14-01666 COMMUNITY & SENIOR SERVICES\14-01666.dwg
CTLS
Cross Texas Land Services, Inc
HQ: 111 Austin Street, Mason, Texas, 76856
(877)347-6883
TEXAS - OKLAHOMA
TX: PO/SI BOX: P-100264-00-0
#10193808, OK CA #1838
www.crosstexaslandservices.com

PACKET

22.14

October 12, 2021

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

1-22-2015
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

0' 20' 40' 60'

NOTES:
1. BEARINGS, DISTANCES AND ACREAGE SHOWN HEREON ARE BASED ON GRID NORTH, LAMBERT ZONE, ESTABLISHED FOR ZONTAL TIE TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, UTILIZING NGS CONTROL MONUMENTS "ODESSA RESET" AND "ODESSA 1944". ALL DISTANCES SHOWN HEREON ARE GROUND AND ARE BASED ON SEA RISE CONTROL.
2. CONSTRUCTION SYMBOLS ARE SHOWN FOR CLARITY. DIMENSION TICKS THAT ARE ON SAME LINE ARE NOT SHOWN SEPARATELY.
3. IRON RODS SET ARE 1/2 INCH RODS 18INCHES WITH PLASTIC CAPS STAMPED "CTLS".
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.

LEGEND:

- BOUNDARY LINE
- ADJOINER LINE
- SURVEY LINE
- BURIED UTILITY LINE
- OVERHEAD UTILITY LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING SETBACK LINE
- (BRG.-DIST.) RECORD CALL
- CLEAN OUT
- MONUMENT FOUND
- MONUMENT SET
- A/C UNIT
- UTILITY POLE/RISER
- WATER WELL/METER
- MANHOLE
- ELECTRIC BOX/METER
- FIRE HYDRANT
- TELEPHONE/CABLE PEDESTAL
- BENCH MARK
- GAS METER
- FINISH FLOOR ELEVATION SPOT (FFE)
- M.C.R.R. - MIDLAND COUNTY FLAT RECORDS
- M.C.D.R. - MIDLAND COUNTY DEED RECORDS
- M.C.O.P.R. - MIDLAND COUNTY OFFICIAL PUBLIC RECORDS

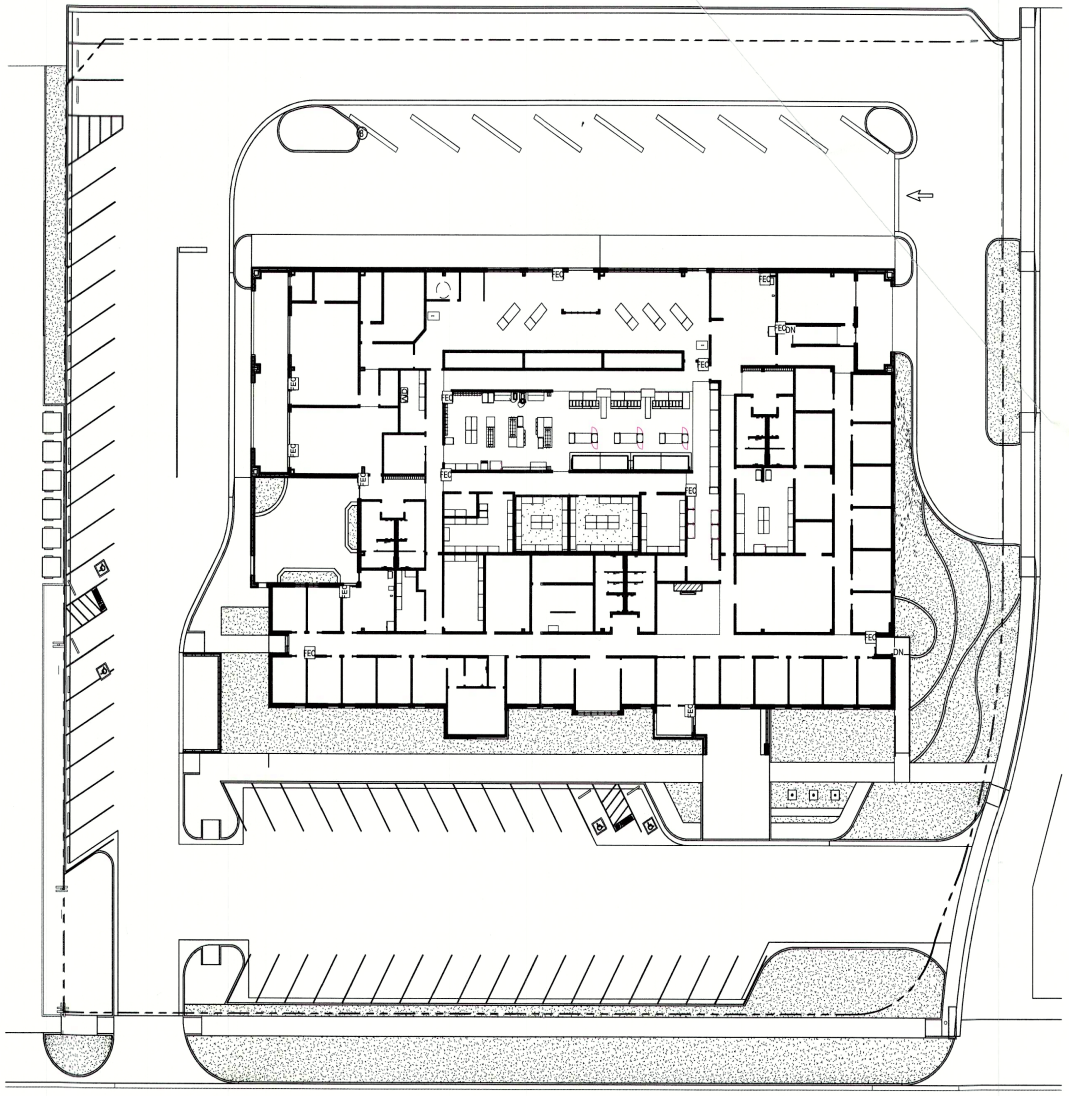
REFERENCED COMMUNITY & SENIOR SERVICES

ADDENDUM/BY: SINCLAIR AVENUE

LEGAL DESCRIPTION: 2.273 ACRES OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T. & P. RR. CO. SURVEY, ABSTRACT NO. 1166 IN MIDLAND COUNTY, TEXAS

JOB NO. 14-01666 REV. 1

DRAWN BY: FVS PAGE: 1 OF 2



X-1.02 SITE PLAN
SCALE: 1" = 20'-0"
DATE: 07/06/21

PACKET

NEW FACILITY

22-15

October 12, 2021

VANDERGRIFF GROUP
ARCHITECTS • PC
312 N. BIG SPRING SUITE 100 (432)687-0781 MIDLAND, TEXAS

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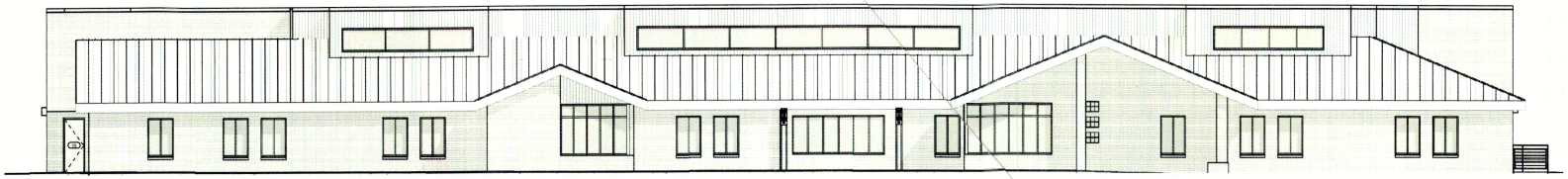
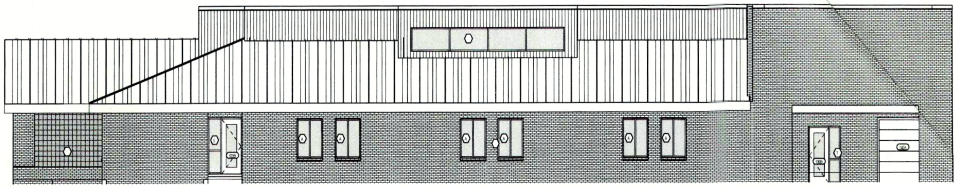
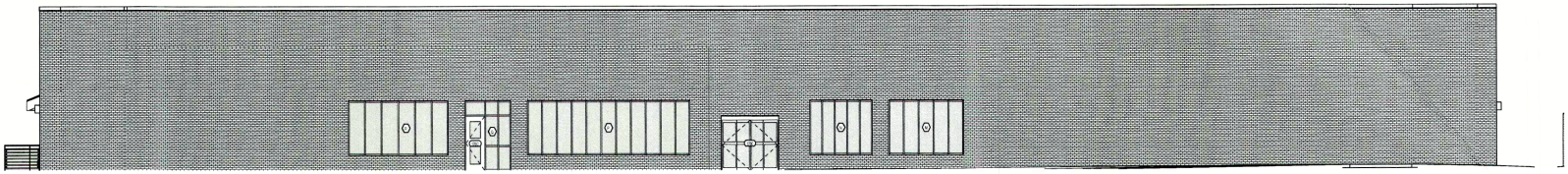


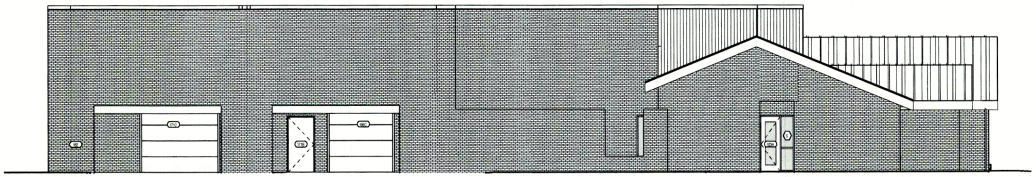
1 X-1.05 SOUTH ELEVATION EXHIBIT
1/8" = 1'-0"



2 X-1.05 EAST ELEVATION EXHIBIT
1/8" = 1'-0"



3 X-1.05 NORTH ELEVATION EXHIBIT
1/8" = 1'-0"



4 X-1.05 WEST ELEVATION EXHIBIT
1/8" = 1'-0"

X-1.05 ELEVATIONS PACKET

SCALE: 1/8" = 1'-0"
DATE: 07/06/21

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NEW FACILITY

22.16

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October 12, 2021

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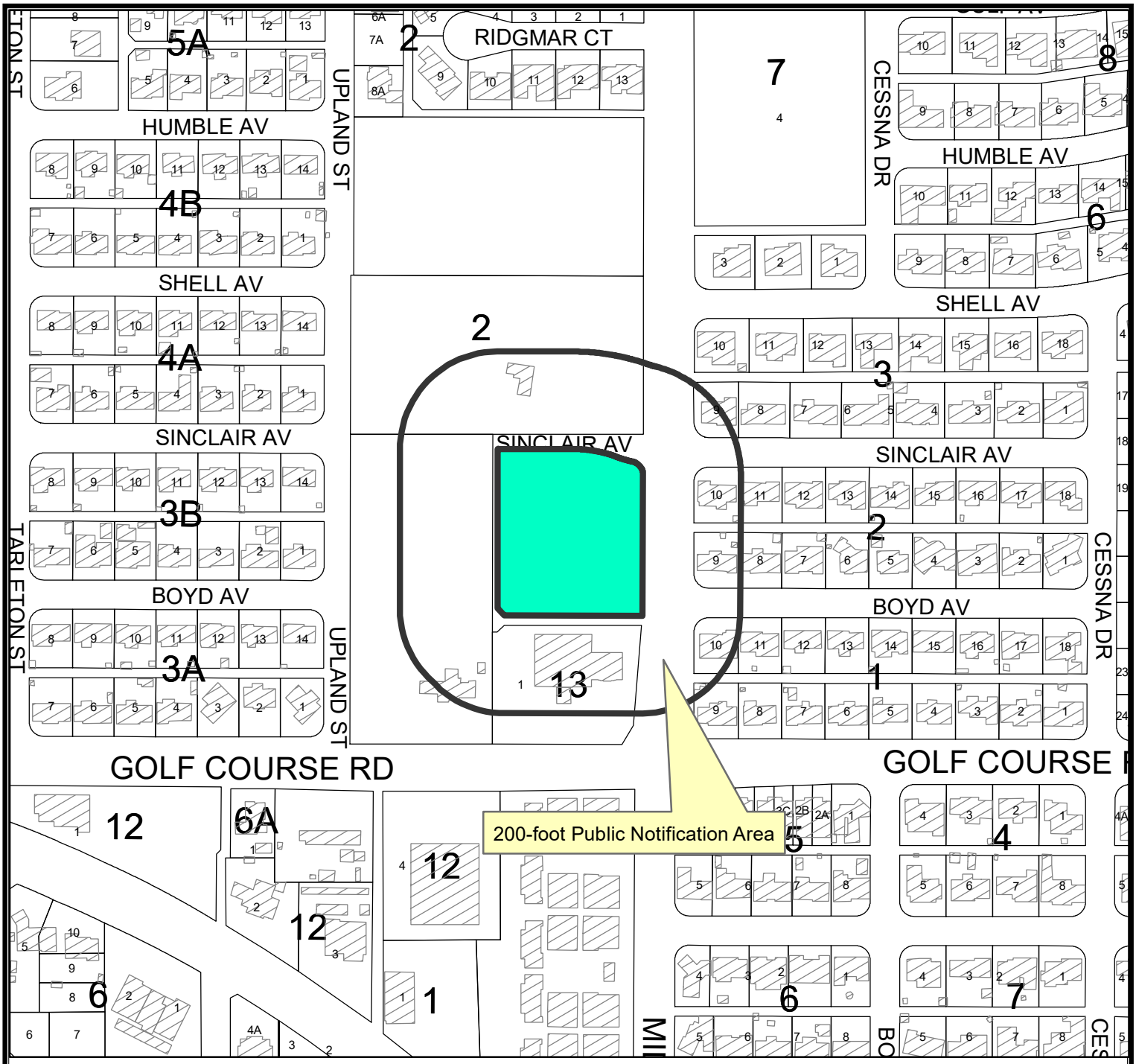


LOCATION MAP

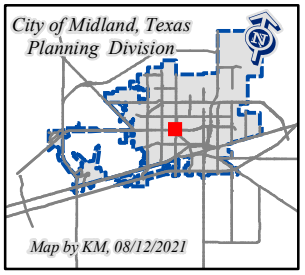
Z-21-0256 **Scale: 1" = 200'**

Consider a request by Stephen T. Marcum for a zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center on a 2.273-acre tract of land located in Section 20, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of Mockingbird Road and Sinclair Avenue. (Council District 3)

PACKET 22.17

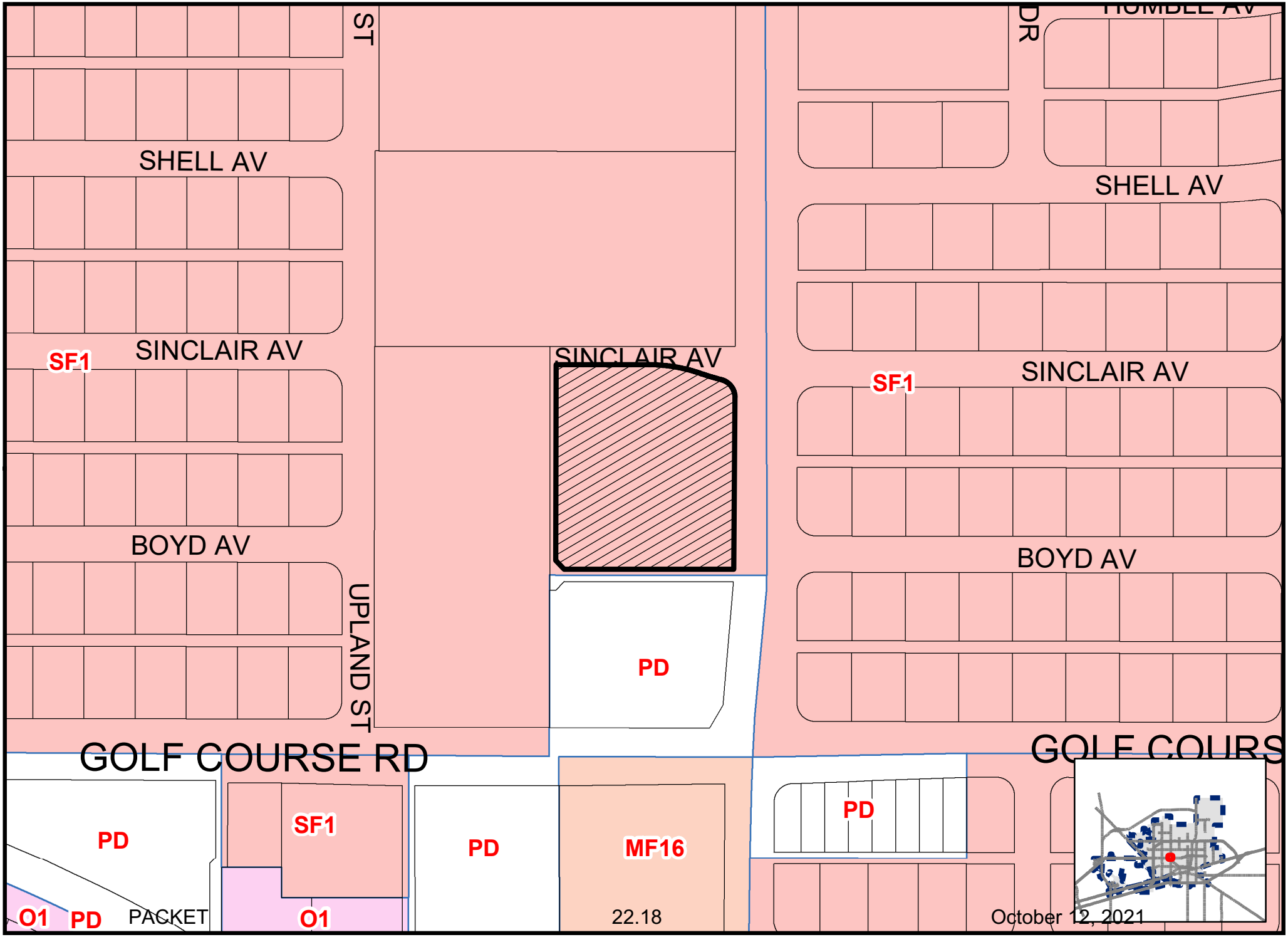
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 12, 2021

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ANY PRIOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 08/12/2021

Z-21-0256

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

pr

ORDINANCE NO. 6723

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "1F-1", ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT FOR A SENIOR CITIZENS CENTER; MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS ($1,000.00); AND ORDERING PUBLICATION

WHEREAS, the 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 covenience will be best served by the granting of a Specific Use Permit, set out hereinafter, subject to the special conditions and restrictions 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 "1F-1", One-Family Dwelling District, to wit:

The N/380' of the E/2 of the S/2 of Tract 2, Sunset Acres Addition to the City of Midland, Midland County, Texas:

is hereby changed to permit said premises to be used under a Specific Use Permit for a Senior Citizens Center, together with the uses permitted in a "1F-1", One-Family Dwelling District, subject to the following conditions:

A. That the use and development of this tract for a Senior Citizens Center shall conform to the site plan attached hereto as Exhibit "A" and made a part hereof for all legal purposes.

B. That permitted activities shall be limited to those defined under Section 11-1-10-(A)-33-b of the City Code of Midland, Texas, pertaining to a Senior Citizens Center.

C. That the hours of operation shall not exceed 7:00 a.m. to 10:00 p.m. daily.

D. That the number of paid and volunteer staff members shall not exceed 20 at any time.

E. That the gross area of office space shall not exceed 6,971 square feet, including both the main and detached structures.

F. That the kitchen area, as located on Exhibit "A" shall not exceed 765 square feet in area, and may be used for the preparation of meals for both on-site and off-site serving. The maximum number of vehicle arrivals to distribute offsite meals shall not exceed 15 per day, and the number of on-site meals served shall not exceed 48 per day.

G. That any combination of group meetings, seminars, counseling services, director meetings or similar group activities shall be limited to a total of 30 participants at any time.

H. A van shall be available for the purpose of transporting participants to and from the center and shall be used to the greatest extent practical for reducing the number of personal vehicle trips to the center.

I. Adult day care shall be limited to 20 participants, in addition to persons attending counseling sessions or other group activities.

J. That the respective staff and participant limits stated above shall not apply to special receptions, meetings, and other similar group activities held not more than four (4) days per year.

SECTION TWO. 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 one thousand dollars $1,000.00).

SECTION THREE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordianance in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 16th day of December, A.D., 1986; and passed to second reading on motion of Council member Corrales, seconded by Council member Godfrey, by the following vote:

Council members voting "AYE": Corrales, Godfrey, Heck, Marcum, Fish and Rendall

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 Corrales, seconded by Council member Godfrey, on the 22nd day of December, A.D., 1986, at a special meeting of the City Council:

Council members voting "AYE": Corrales, Godfrey, Heck, Rendall, Marcum and Fish

Council members voting "NAY": None

PASSED AND APPROVED THIS 22nd day of December, A.D., 1986.

Carroll M. Thomas

Carroll M. Thomas, Mayor

ATTEST:

B. C. Clanton

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

David W. Reagan

David W. Reagan, City Attorney

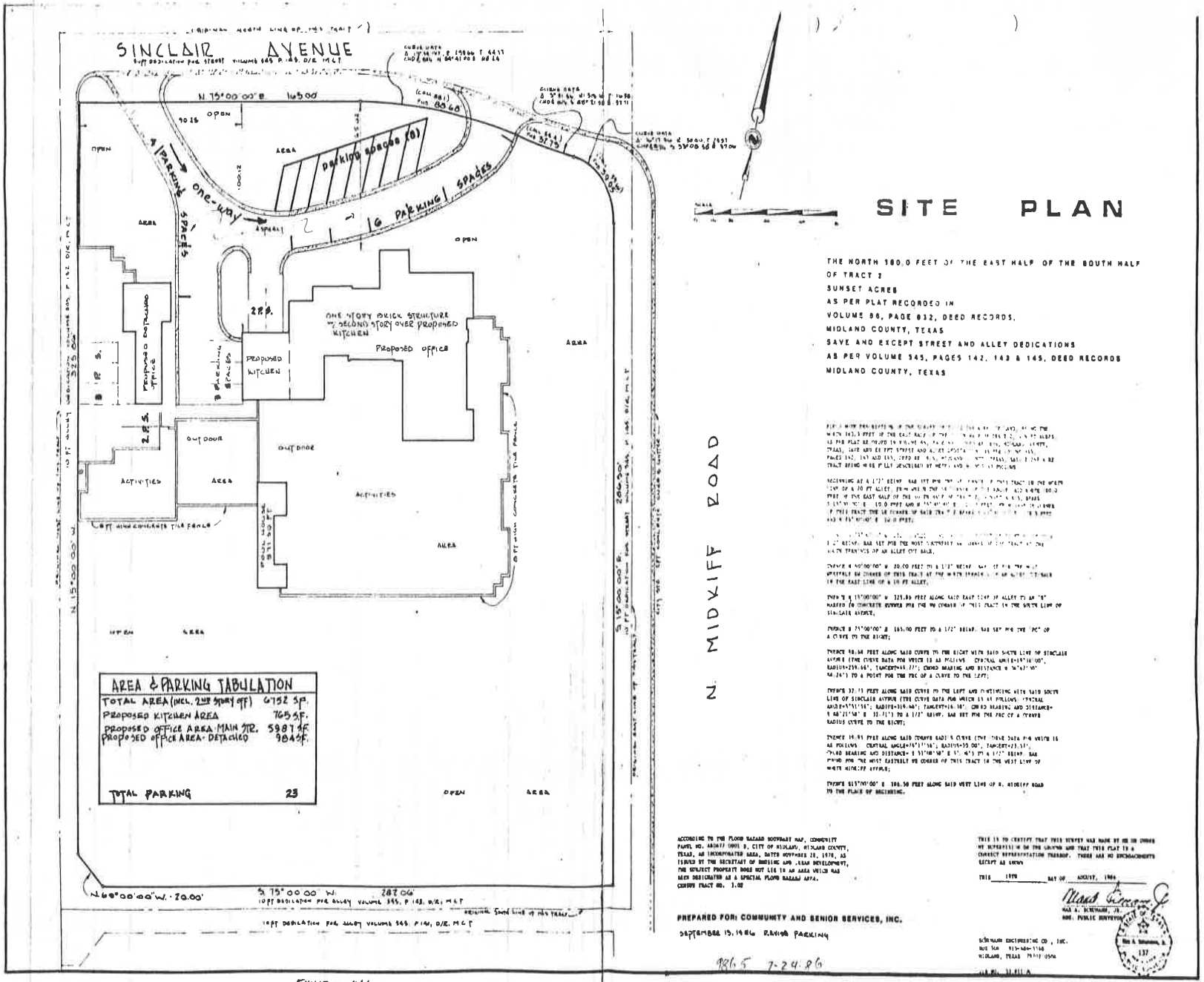

SINCLAIR AVENUE
N 75°00'00" E 165.00
OPEN
AREA
parking spaces (8)
one-way
6 PARKING SPACES
PARKING SPACES
ONE STORY BRICK STRUCTURE W/ SECOND STORY OVER PROPOSED KITCHEN
PROPOSED OFFICE
PROPOSED KITCHEN
PROPOSED DETACHED OFFICE
OUTDOOR
ACTIVITIES
N 15°00'00" W 325.00
S 15°00'00" E 286.50
N 60°00'00" W 20.00
S 75°00'00" W 282.06
N. MIDKIFF ROAD
AREA & PARKING TABULATION
TOTAL AREA (INCL. 2ND STORY OFF) 6752 S.F.
PROPOSED KITCHEN AREA 765 S.F.
PROPOSED OFFICE AREA-MAIN STR. 5987 S.F.
PROPOSED OFFICE AREA-DETACHED 984 S.F.
TOTAL PARKING 23
SITE PLAN
THE NORTH 180.0 FEET OF THE EAST HALF OF THE SOUTH HALF
OF TRACT 2
SUNSET ACRES
AS PER PLAT RECORDED IN
VOLUME 86, PAGE 832, DEED RECORDS,
MIDLAND COUNTY, TEXAS
SAVE AND EXCEPT STREET AND ALLEY DEDICATIONS
AS PER VOLUME 345, PAGES 142, 143 & 145, DEED RECORDS
MIDLAND COUNTY, TEXAS
PREPARED FOR: COMMUNITY AND SENIOR SERVICES, INC.
SEPTEMBER 13, 1986 REVISE PARKING
9865 7-24-86

EXHIBIT "A"


VISITOR
PARKING
VISITOR
PARKING
MIDLAND
PARKING


STOP





City Council Meeting

Item Number: 23

Meeting Date: September 28, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.742-ACRE TRACT OF LAND OUT OF LOT 1 AND ALL OF LOT 3, BLOCK 1, WEST 191 INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 2,205 FEET WEST OF WESTLAKE 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 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Joval, LLC is requesting to rezone the properties located at 10400 and 10306 West State Highway 191 to add a storage warehouse for their equipment and materials.

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

Surrounding Zoning and Land Uses:

The properties to the north are zoned CE, Country Estate District and the locations of residential homes. The property to the east is zoned RR, Regional Retail District and the location of All-State Fence & Supply. The property to the south across State Highway 191 is in the ETJ, Extraterritorial Jurisdiction and the location of oil wells. The location to the west is zoned PD, Planned District and the location of storage units.

Analysis:

The properties located at 10400 and 10306 West State Highway 191 are currently zoned RR, Regional Retail District, which does not allow for the development of a warehouse. The applicant, Joval, LLC is requesting a zone change to allow for the addition of a warehouse to store their equipment and materials. Joval, LLC owns the neighboring property that is already zoned LI, Light Industrial District. The property is currently in the process of being replatted.

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.

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City Tomorrow page 137). This entertainment complex will fit into the character of the area and provide a new location for Midland residents to gather and socialize.

This request was recommended for approval at the September 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from RR, Regional Retail District to LI, Light Industrial District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the LI, Light Industrial District.

Letters of Objection:

Staff has not received any letters of objections as of September 22, 2021.

Attachments:

Application
Meets and Bounds (Exhibit A)
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.742-ACRE TRACT OF LAND OUT OF LOT 1 AND ALL OF LOT 3, BLOCK 1, WEST 191 INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 2,205 FEET WEST OF WESTLAKE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.742-acre tract of land out of Lot 1, Block 1, West 191 Industrial Park, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein, and all of Lot 3, Block 1, West 191 Industrial Park, City and County of Midland, Texas (collectively, the "Property") to LI, Light Industrial District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to LI, Light Industrial 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

Field Notes:

Being a 1.742-acre tract of land and being a portion of that tract of land conveyed by deed to Joval LLC, recorded in Document #2010-17424, of the official public records of Midland County, Texas and also being the North-half of Lot 1, Block 1 of West 191 Industrial Park, a subdivision of Midland County, Texas according to the map or plat recorded in Plat Cabinet I, Page 39. Plat Records of Midland County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of this tract, from which another 1/2" iron rod found bears North 14°21'25" West a distance of 70.09 feet, and a RR Spike found for the Southwest corner of Section 32, Block 40 T&P RR Co. Survey bears South 13°33'60" East a distance of 853.51 feet;

THENCE North 75°13'59" East a distance of 211.22 feet to a calculated point for a northeast corner hereof;

THENCE South 14°08'28" East a distance of 360.14 feet along the common line of said Lot 1 and Lot 2 of the said West 191 Industrial Park Subdivision to a 1/2" iron rod with cap marked "WPG INC" set for a southeast corner of this said tract;

THENCE, South 75°44'53" West crossing into said Lot 1 a distance of 211.20feet to a 1/2" iron rod with cap marked "WPG INC" set for a southwest corner hereof, from which a 1/2" iron rod found in the North Right of Way line of State Highway 191 (400' R-O-W) bears South 14°08'31" East a distance of 295.09 feet;

THENCE North 14°08'31" West a distance of 358.24 feet to the POINT OF BEGINNING containing 1.742 acres of land, more or less.

TO THE OWNERS, LIENHOLDERS AND CONCERNED PARTIES

I, THE UNDERSIGNED DOES HEREBY CERTIFY THAT SURVEY INFORMATION FOUND IN THESE METES AND BOUNDS WAS DERIVED FROM ACTUAL FIELD NOTES OF THE ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL LAND SURVEYOR

8/31/2021
DATE

STATE OF TEXAS
REGISTERED
W. D. WATSON, JR.
1939
PROFESSIONAL
LAND SURVEYOR

Watson Professional Group Inc

P.O. DRAWER 11196
MIDLAND, TEXAS
79702
(432) 520-9200
FAX (432) 520-9212
FIRM#10146900

JOB NO.: 21-1946-02 DRAFT: AJ REV. 0
FILE: T:\MIDLAND\TITLE SURVEYS\SUB PLAT\ 21-1946 10314 hwy 191

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0255

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Joval LLC		Phone (310) 753-5770 Email Joe902750@gmail.com	
Address 11166 Villa Bellagio Dr.	City Las Vegas	State NV	Zip 89141

Property Owner Printed Name: Joval LLC		Phone ( ) Email	
Address 1116 Villa Bellagio Dr.	City Las Vegas	State NV	Zip 89141

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 10306 10400 + 10314 W. SH. 191, Midland TX 79706

Legal Description
Lot: Block: Subdivision: See Attached "Exhibit A"

Current Zoning: RR

Proposed Zone: LI
(List by tracts if more than one district is requested)

Reason for Zone Change Request: We need to add a storage warehouse to that area. The neighboring portion we own is already zoned LI.

Present Use of Property: Storing materials + small equipment for directional drilling company

Proposed Use of Property: Storage warehouse to protect our equipment and materials

How would this zone change affect the public health, safety and welfare? Considering the neighboring properties are businesses as well, it should pose no issues with the health or safety of the public

Describe how conditions affecting the property have changed since present zoning designation: The surrounding area we own + occupy are zoned Light Industrial. This would seamlessly change from RR to LI

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) [signature] Date 6/5/2021

Applicant (printed) Joseph E. Kennedy for Joval LLC

Property Owner (signature) [signature] Date 6/5/2021

Property Owner (printed) Joseph E. Kennedy for Joval LLC

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application or displayed during a public hearing, shall remain the property of the City of Midland

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Joseph Kennedy who, being by me duly sworn, upon oath says: That (s)he is the owner of Joval LLC or 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.

[signature]
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 5 day of June 2021, to certify which witness my hand and official seal of office.

MIKE JOHNSON
Notary ID #124163984
My Commission Expires
March 25, 2022

[signature]
NOTARY PUBLIC Taylor COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # _____

Received By: _____ Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Field Notes:

Being a 1.742-acre tract of land and being a portion of that tract of land conveyed by deed to Joval LLC, recorded in Document #2010-17424, of the official public records of Midland County, Texas and also being the North-half of Lot 1, Block 1 of West 191 Industrial Park, a subdivision of Midland County, Texas according to the map or plat recorded in Plat Cabinet I, Page 39. Plat Records of Midland County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of this tract, from which another 1/2" iron rod found bears North 14°21'25" West a distance of 70.09 feet, and a RR Spike found for the Southwest corner of Section 32, Block 40 T&P RR Co. Survey bears South 13°33'60" East a distance of 853.51 feet;

THENCE North 75°13'59" East a distance of 211.22 feet to a calculated point for a northeast corner hereof;

THENCE South 14°08'28" East a distance of 360.14 feet along the common line of said Lot 1 and Lot 2 of the said West 191 Industrial Park Subdivision to a 1/2" iron rod with cap marked "WPG INC" set for a southeast corner of this said tract;

THENCE, South 75°44'53" West crossing into said Lot 1 a distance of 211.20feet to a 1/2" iron rod with cap marked "WPG INC" set for a southwest corner hereof, from which a 1/2" iron rod found in the North Right of Way line of State Highway 191 (400' R-O-W) bears South 14°08'31" East a distance of 295.09 feet;

THENCE North 14°08'31" West a distance of 358.24 feet to the POINT OF BEGINNING containing 1.742 acres of land, more or less.

TO THE OWNERS, LIENHOLDERS AND CONCERNED PARTIES

I, THE UNDERSIGNED DOES HEREBY CERTIFY THAT SURVEY INFORMATION FOUND IN THESE METES AND BOUNDS WAS DERIVED FROM ACTUAL FIELD NOTES OF THE ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL LAND SURVEYOR

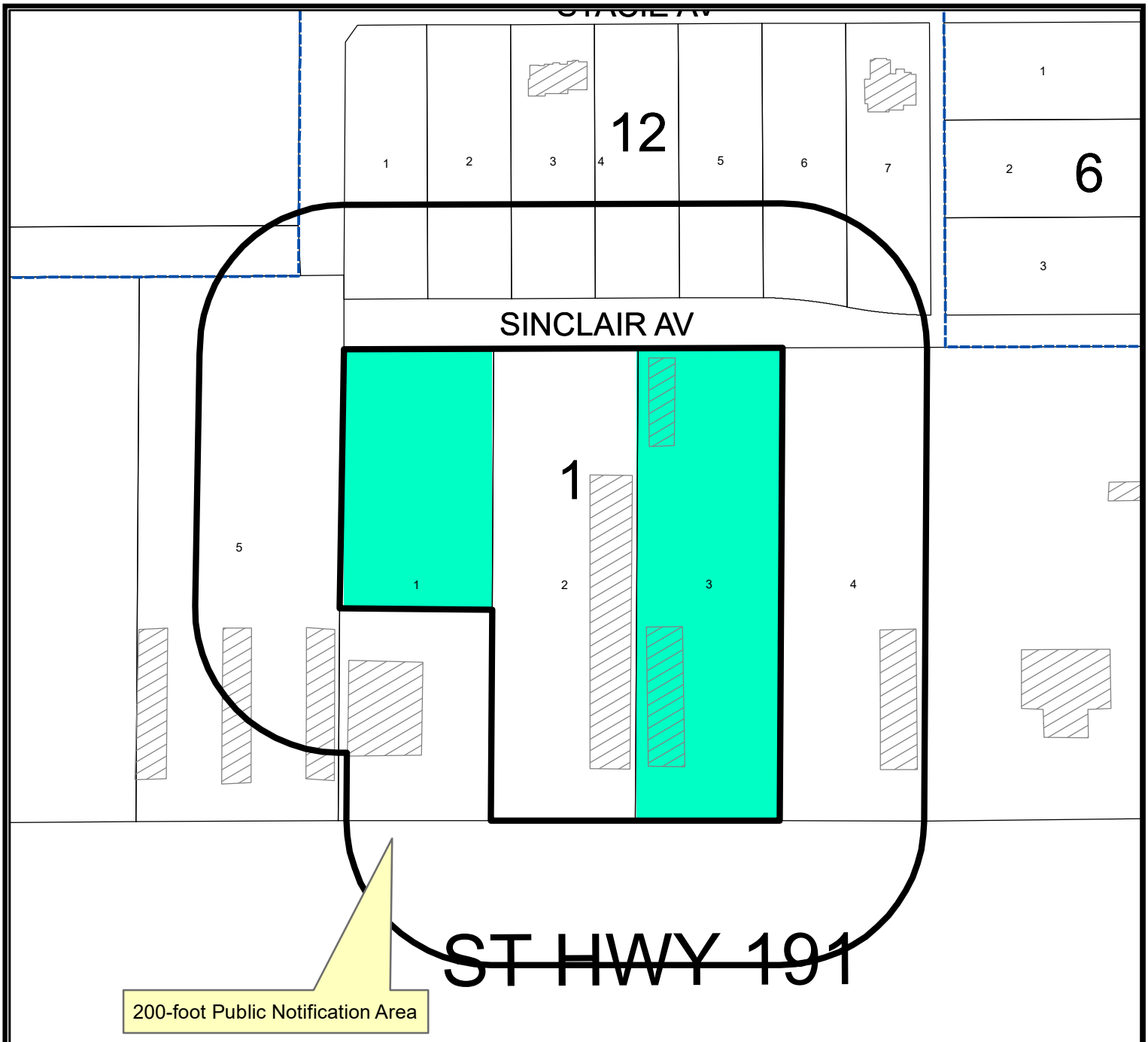
8/31/2021
DATE

STATE OF TEXAS
REGISTERED
W. D. WATSON, JR.
1999
PROFESSIONAL
LAND SURVEYOR

Watson Professional Group Inc

P.O. DRAWER 11186
MIDLAND, TEXAS
79702
(432) 520-9200
FAX (432) 520-9212
FIRM#10146900

JOB NO.: 21-1048-00 DRAWN BY: REV. 0
FILE: T:\MIDLAND\TITLE SURVEYS\[illegible]21-1048 10314 hwy 191



LOCATION MAP

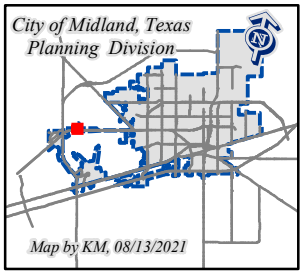
Z-21-0255 **Scale: 1" = 200'**

Consider a request by Joval, LLC for a zone change from RR, Regional Retail District to LI, Light Industrial District on 1.742-acre tract of land out of Lot 1 and all of Lot 3, Block 1, West 191 Industrial Park, City and County of Midland, Texas.

Generally located north of State Highway 191, approximately 2,205-feet west of Westlake Road. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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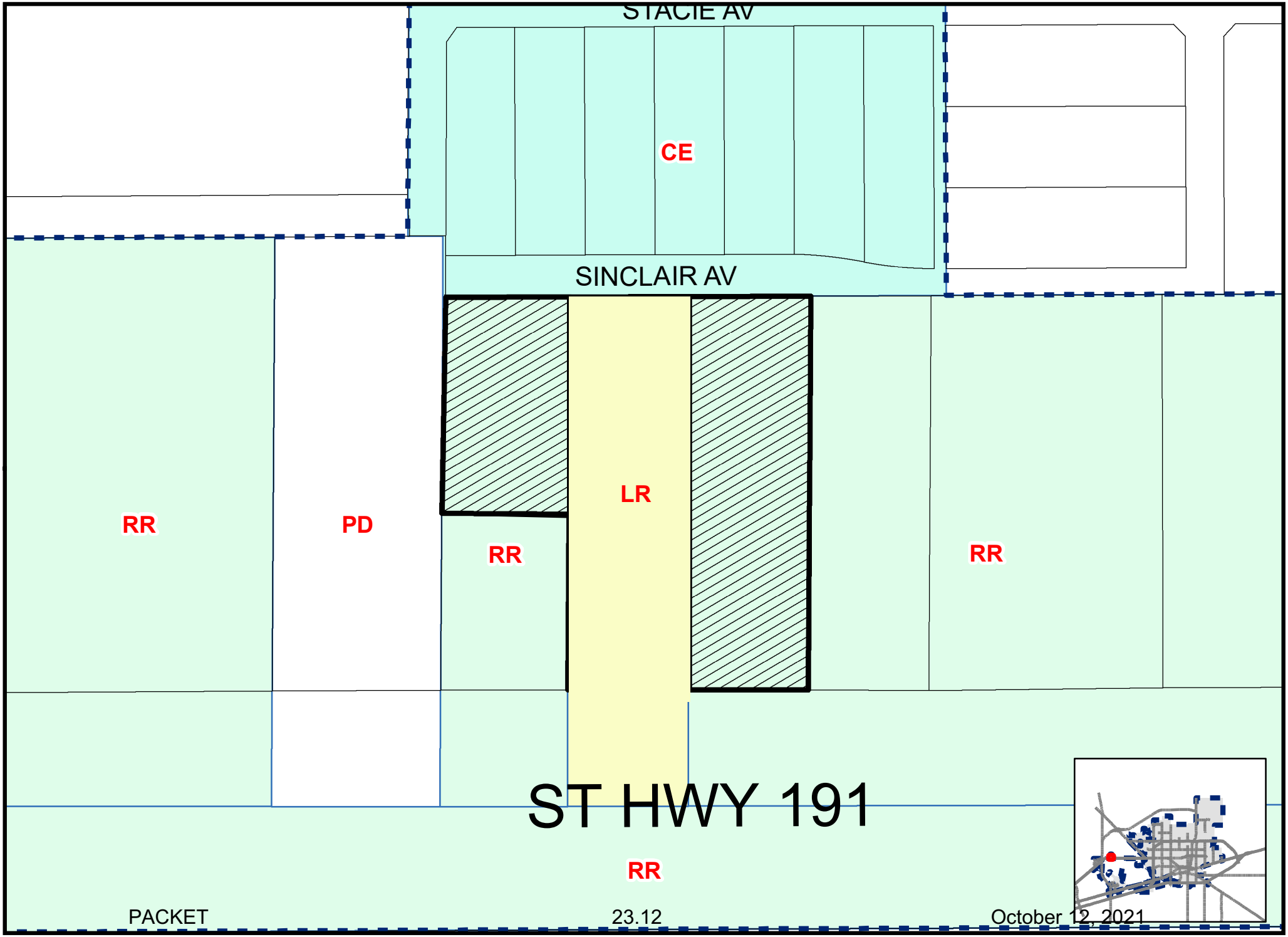

Map By KM, 08/13/2021

Z-21-0255

Scale: 1" = 200'

ZONING MAP

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FRANK'S
INTERNATIONAL


Terracon







City Council Meeting

Item Number: 24

Meeting Date: September 28, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 3, GATEWAY PLAZA, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 612 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting to rezone the property located at 5606 Starboard Drive, to develop an indoor trampoline and adventure park.

Recommended City Council Action:

Approve

Fiscal Impact:

PD, Planned District for a Housing Development (Ordinance No. 9955)

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for a Housing Development, and the location of a vacant lot. The property to the east is zoned PD, Planned Planned District for a Shopping Center, and the location of Four Points Sheraton Hotel. The property to south is zoned PD, Planned Development District for a Shopping Center, and the

location of Cinergy Midland. The property to the west is zoned O-2, Office District, and the location of Hawthorn Suites by Wyndham Midland.

Analysis:

The property is located at 5606 Starboard Drive and is currently zoned PD, Planned Development District for a Housing Development (regulated by Ordinance No. 9955), which allows for the development of a multi-family senior housing project per the adopted site plan. Therefore, the applicant, Maverick Engineering, is requesting this zone change to allow for the development of an indoor trampoline and adventure park.

As shown on the site plan, hereto as Exhibit A, there will be 95 parking spaces, of which two will be ADA accessible spaces. The total square footage for the proposed development is approximately 22,800 square feet. It will consist of two retail spaces with the first space being approximately 16,000 square feet and the second space being approximately 6,800 square feet.

If approved, the development will need to conform to Section 5.05, Nonresidential Zoning District Dimensional Regulations and Section 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance. As well as Chapter 9-Landscape Regulations for future landscaping.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection to zone change.

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.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). This entertainment complex will fit into the character of the area and provide a new location for Midland residents to gather and socialize.

This request was approved at the September 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from PD, Planned Development District for a Housing Development to RR, Regional Retail District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of September 22, 2021.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Ordinance No. 9955



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 3, GATEWAY PLAZA, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 612 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); 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 11, Block 3, Gateway Plaza, Section 3, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0259

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Open Door Real Estate LLC		Phone ( ) Email	
Address 5606 Starboard Dr	City Midland	State TX	Zip 79706

Property Owner Printed Name: Open Door Real Estate LLC		Phone ( ) Email	
Address 5606 Starboard Dr	City Midland	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 5606 Starboard Dr

Legal Description
Lot: 11 Block: 3 Subdivision: Gateway Plaza Addition, Section 13

Current Zoning: PD	**Proposed Zone:** ~~LR~~ RR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Advance the new development as proposed

Present Use of Property: vacant

Proposed Use of Property: Retail entertainment and activity complex

How would this zone change affect the public health, safety and welfare? No adverse affect

Describe how conditions affecting the property have changed since present zoning designation: Previous zoning was oriented toward multiple family housing. Current owner is proposing a public entertainment/activity complex

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Cinnemon Stanford	Date: 8/6/21
Property Owner (printed) : Cinnimon Stanford	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Open Door Real Estate LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17th day of August, 2021, to certify which witness my hand and seal of office.

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

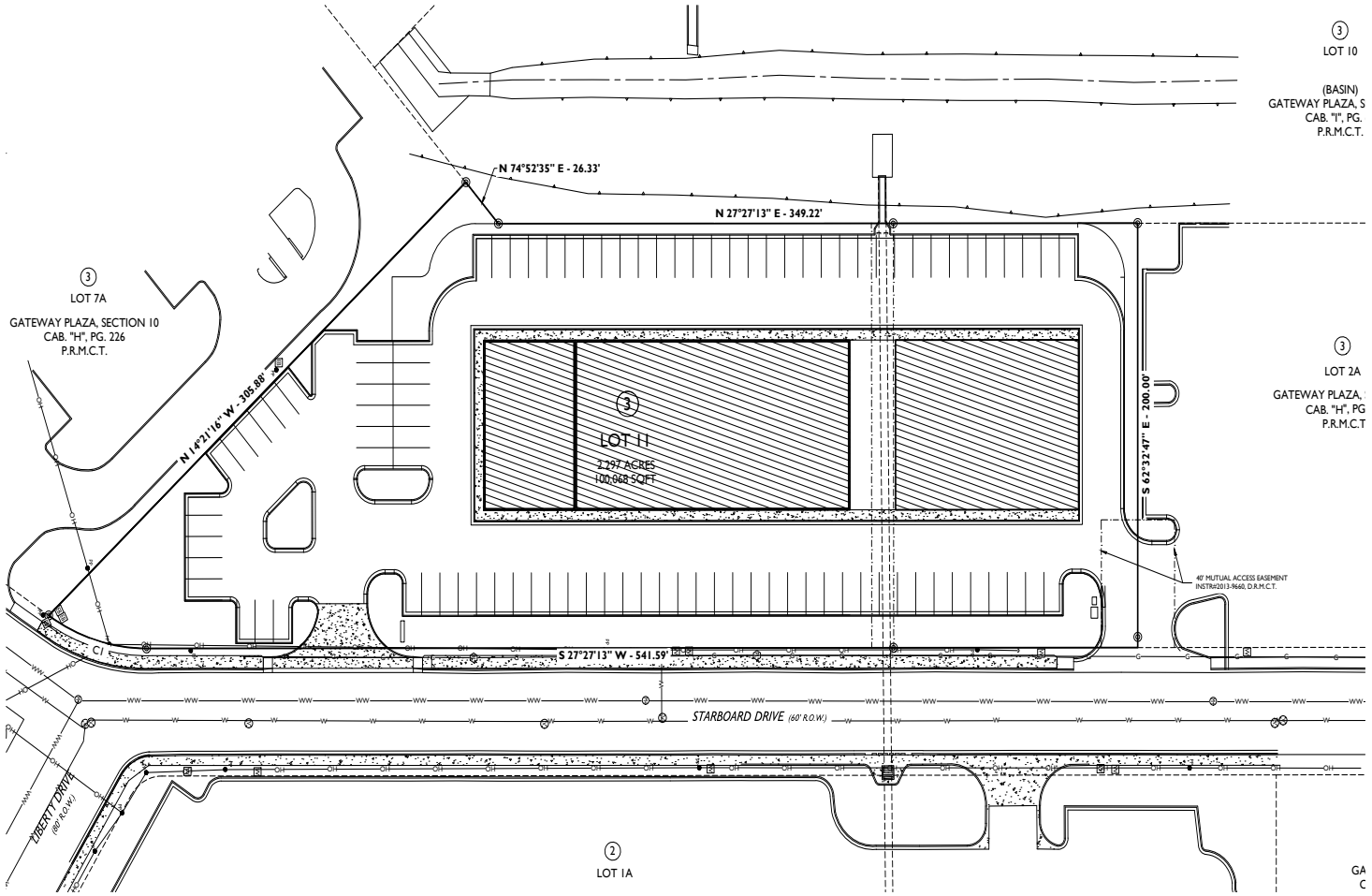
Check # 3508

Received By: V.Shaw

Date: RECEIVED AUG 17 2021

BY: VS

****Application will not be considered for scheduling until reviewed by a planner.****



LEGEND

- DENOTES FOUND 1/2" IRON ROD AS NOTED
- DENOTES SET 1/2-INCH IRON ROD
- DENOTES BENCH MARK
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING ELECTRICAL MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING ELECTRICAL BOX
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES PROPOSED STORMDRAIN MANHOLE
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING GAS METER
- DENOTES EXISTING WATER METER
- DENOTES BOUNDARY LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES EDGE OF ASPHALT
- DENOTES EXISTING LOTS
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 8" SEWER LINE
- DENOTES EXISTING 8" WATER LINE

DIMENSIONAL NOTE:

DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.

PARKING COUNT:

PARKING COUNT TOTAL (NOT INCLUDING BUILDING): 95

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F:\2021\21.0057--TJ HENSON--GATEWAY RETAIL ENTERTAINMENT REFERENCE 190045\DRAWINGS\CIVIL CONSTRUCTION PLANS\21.0057 C200 DIMENSIONAL PLAN.DWG

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM # F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

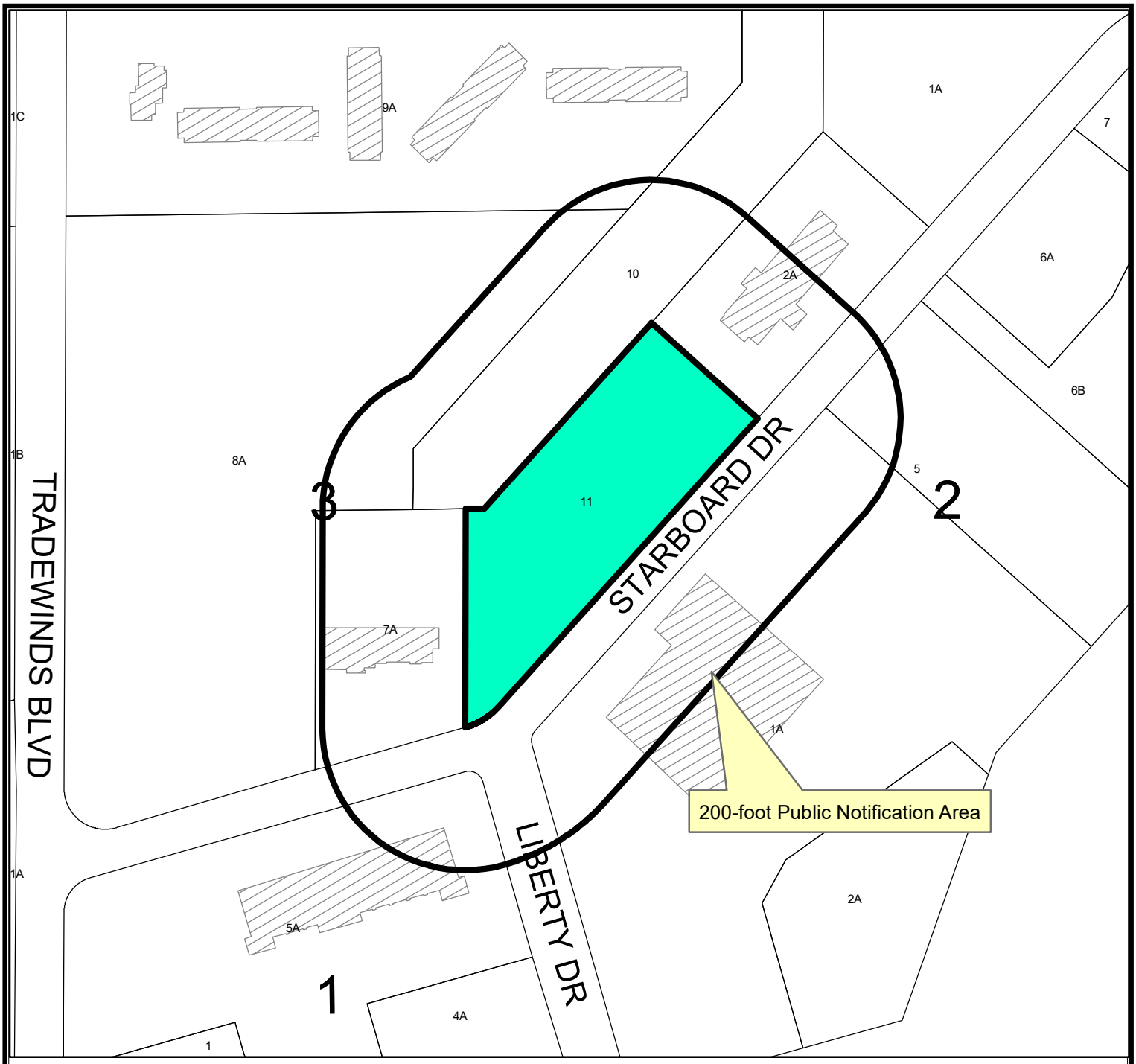
REVISIONS

DRAWN BY: CLB
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 05/03/2021
JOB: 21.0057

DIMENSIONAL PLAN
GATEWAY RETAIL ENTERTAINMENT
LOT 11, BLOCK 3, GATEWAY PLAZA ADDITION, SECTION 2, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS, TEXAS

SHEET C200 OF 07

811 Know what's below. Call before you dig.



LOCATION MAP

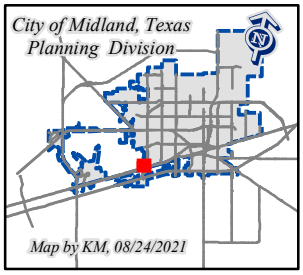
Z-21-0259 **Scale: 1" = 200'**

Consider a request by Maverick Engineering for a zone change from PD, Planned Development District for a Housing Development to RR, Regional Retail District on Lot 11, Block 3, Gateway Plaza, Section 3, City and County of Midland, Texas.

Generally located on the north side of Starboard Drive, approximately 612 feet east of S. Tradewinds Boulevard. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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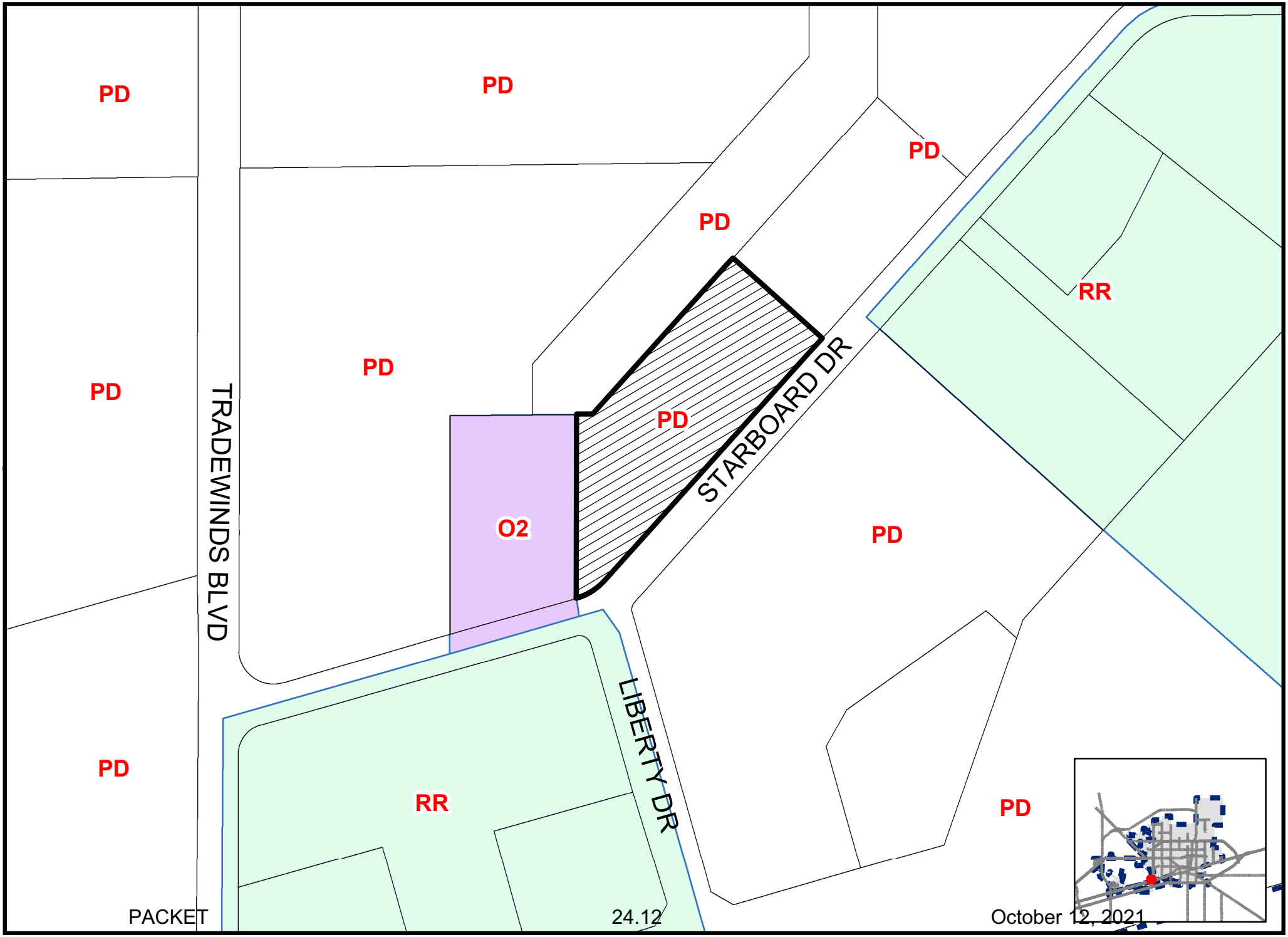
October 12, 2021



Map By KM, 08/24/2021

Z-21-0259

Scale: 1" = 200'

ZONING MAP

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ORDINANCE NO. 9955

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 5 AND 6, BLOCK 3, GATEWAY PLAZA ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 570 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); 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 and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, as set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-2, Local Retail District, and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

> Lots 5 and 6, Block 3, Gateway Plaza Addition, Section 2, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

A. That the use and development of this property shall conform to the site plan and elevation drawings, which are attached hereto as Exhibits "A" and "B" and incorporated herein.

B. That the maximum building height shall not exceed five stories.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 23rd day of July, A.D., 2019; and passed to second reading on motion of Council member Love, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

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 Hotchkiss, seconded by Council member Love, on the 13th day of August, A.D., 2019, at a regular meeting of the City Council:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 13th day of August, A.D., 2019.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Gunnemiller, City Attorney

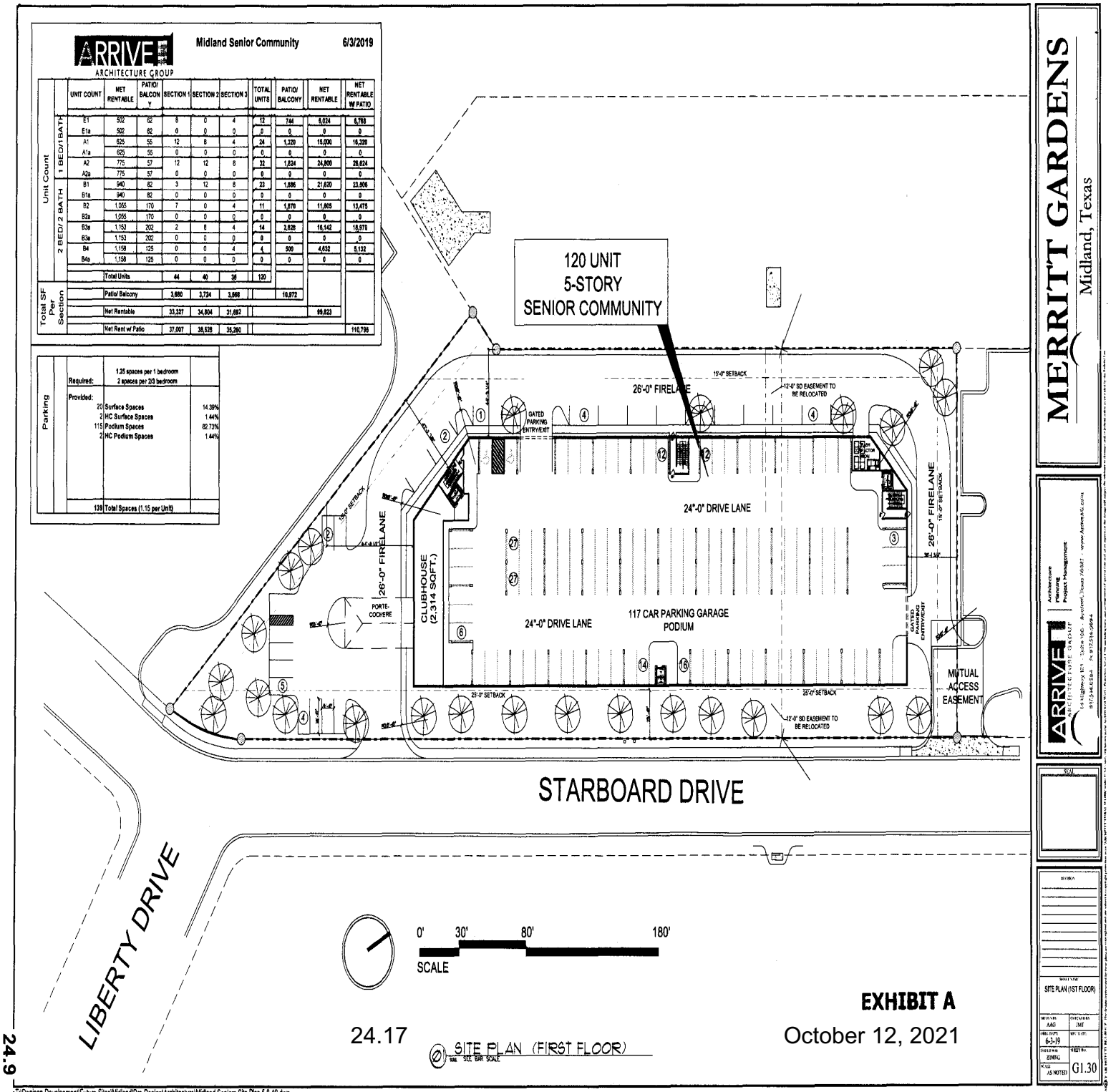
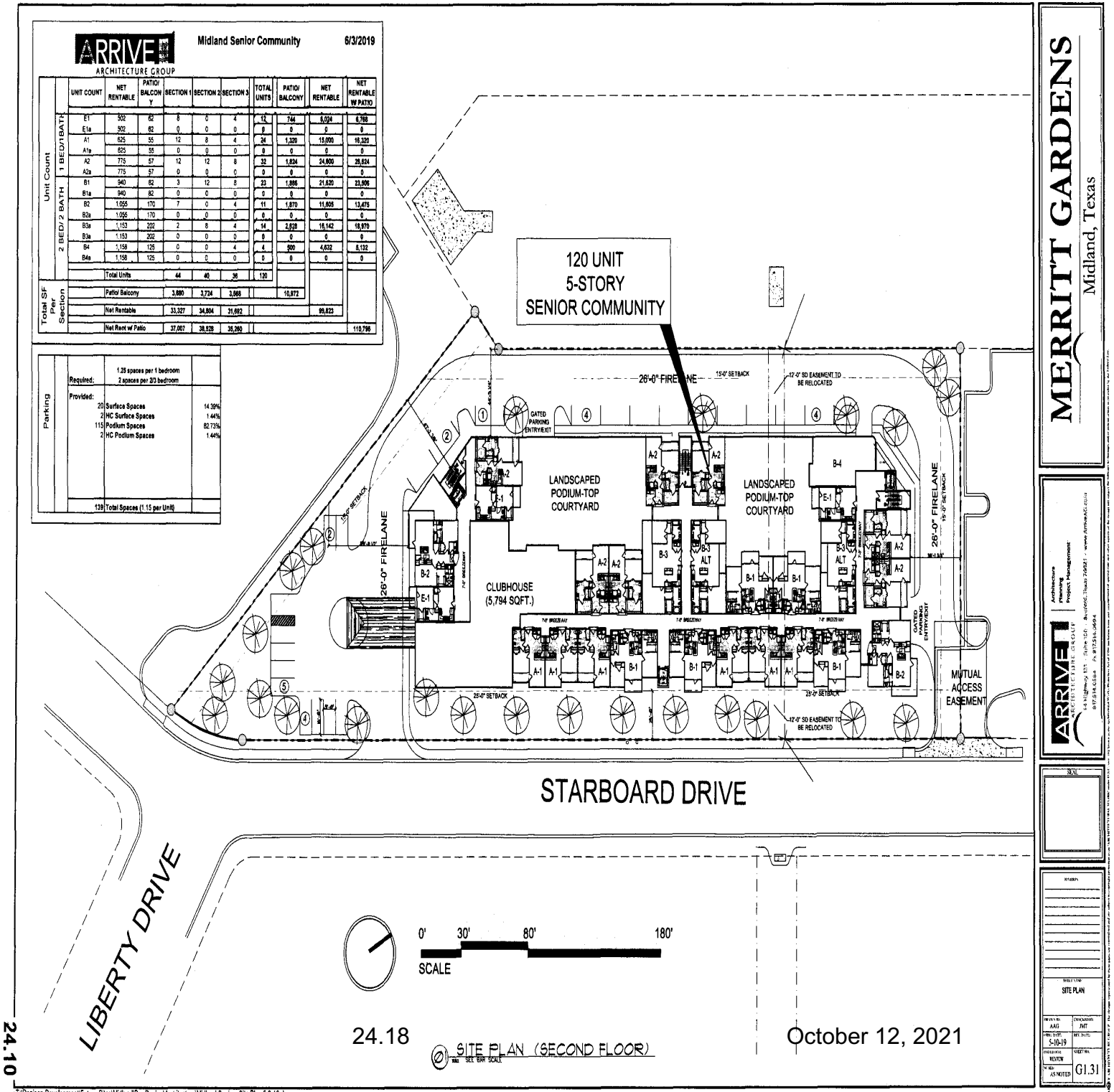


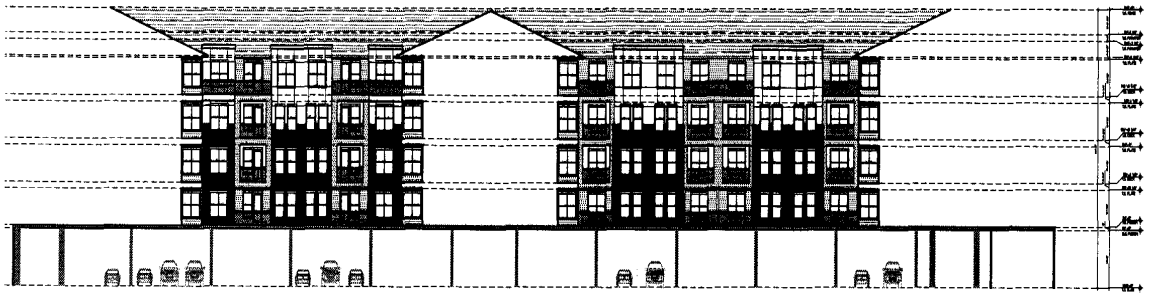
EXHIBIT A

October 12, 2021

T:\Denison Development\Future Sites\Midland\Pre-Design\Architecture\Midland Seniors Site Plan 5-8-19.dwg

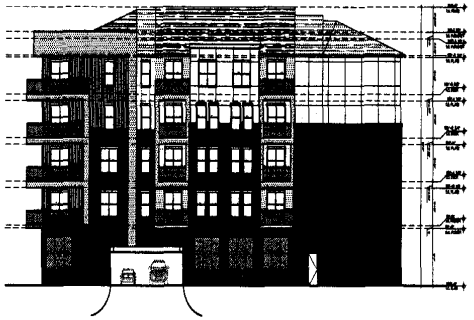


T:\Denison Development\Future Sites\Midland\Pre-Design\Architecture\Midland Seniors Site Plan 5-8-19.dwg



10% REVEAL PANEL
50% HARDI SIDING/PANEL
40% BRICK

1 EXTERIOR NORTH ELEVATION-COURTYARDS



10% REVEAL PANEL
20% HARDI SIDING/PANEL
70% BRICK

2 EXTERIOR EAST ELEVATION

MATERIAL LEGEND

BRICK VENEER (King Size) ACME BRICK
- BRICK VENEER FIELD COLOR COLOR: T.B.D
- BRICK VENEER ACCENT COLOR COLOR: T.B.D

REVEAL PANEL OR EQUAL
- REVEAL PANEL FIELD COLOR COLOR: T.B.D
- REVEAL PANEL ACCENT COLOR COLOR: T.B.D

REVEAL PANEL OR EQUAL
- REVEAL PANEL FIELD COLOR COLOR: T.B.D
- REVEAL PANEL ACCENT COLOR COLOR: T.B.D

HARDI-PANEL JAMES HARDIE FIBER CEMENT PANEL OR EQUAL
- HARDI-PANEL FIELD COLOR COLOR: T.B.D
- HARDI-PANEL ACCENT COLOR COLOR: T.B.D

LAP SIDING JAMES HARDIE FIBER CEMENT LAP SIDING VENEER
- HARDI-SIDING FIELD COLOR COLOR: T.B.D
- HARDI-SIDING ACCENT COLOR COLOR: T.B.D

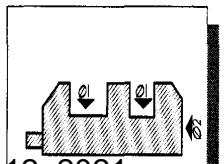
ROOF COMPOSITE ROOF OR EQUAL
- TPO OR SIMILAR COLOR: TBD

METAL CANOPY
- METAL CANOPY COLOR: TBD

ALUMINUM GARAGE DOOR - TRASH ACCESS
- ALUMINUM INSULATED GARAGE DOOR COLOR: TO MATCH STONE FIELD ITS LOCATED IN.

METAL RAILING & GATE
- VERTICAL PICKETS METAL RAILING COLOR: TBD
- VERTICAL PICKETS METAL MESH COLOR: TBD

NOTES:
1. ALL MATERIAL TRANSITIONS TO OCCUR AT INSIDE CORNERS PER SHEET A5.01 FOR VERTICAL AND HORIZONTAL TRANSITION DETAILS REF. TO A5.01
2. EXPANSION JOINTS TO BE LOCATED AT EVERY TRUCK CORNER AND IF RUN IS LONGER THAN 30'-0" CENTER THE EXPANSION JOINT.



BUILDING KEY PLAN

MERRITT GARDENS
Midland, Texas

ARRIVE ARCHITECTURE GROUP
Architecture
Planning
Project Management

SEAL

REVISION

SHEET NAME
A5.02 EXTERIOR ELEVATIONS

DRAWN BY AAO | CHECKED BY BMT
ORIG. DATE 6-3-19 | KEY DATE
ISSUED FOR ZONING | SHEET NO A5.02
SCALE AS NOTED

T:\Denison Development\Future Sites\Midland\Pre-Design\Architecture\Elevation Base.dwg









City Council Meeting

Item Number: 25

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: **AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Purpose:

Consider an ordinance for an annexation of a 30.80-acre tract of land out of Section 37 and 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the southwest corner of the intersection of State Highway 191 and Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, Lusso Real Estate, LLC., is requesting to annex a 30.80-acre tract of land out of Section 37 and 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On August 20, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform to the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on October 12, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on September 24, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on September 24, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 30.80-acre tract of land out of Sections 37 and 38, Block 40, T-1-S,

T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Lusso Real Estate, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Collin Sewell

Printed Name

President

Title

THE STATE OF Texas §
§
COUNTY OF Ector §

RENNE R ELFERT
Notary ID #125297855
My Commission Expires
August 13, 2022

This instrument was acknowledged before me on the 1 day of July, 2021, by Collin Sewell in the capacity herein stated.

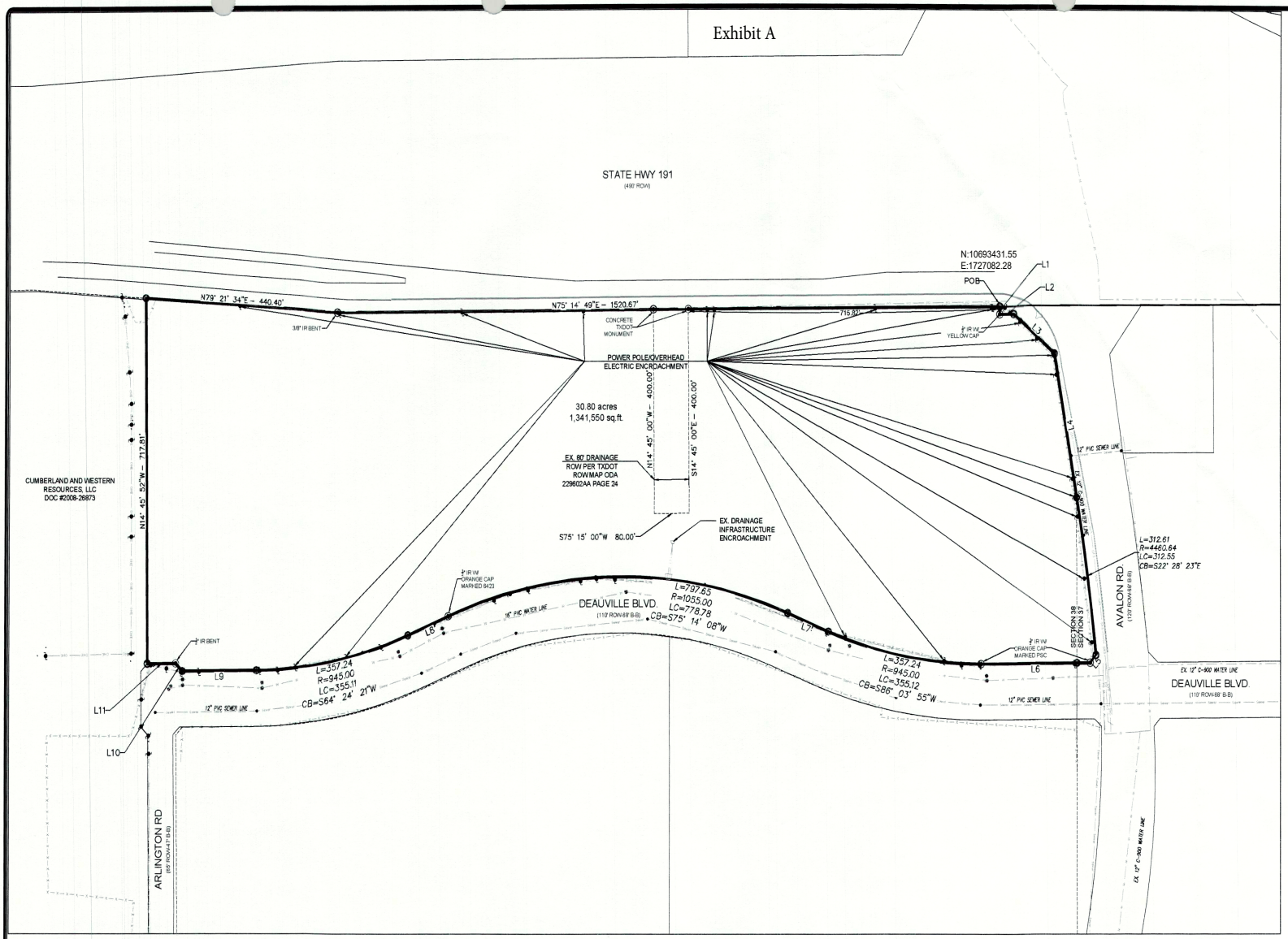
MY COMMISSION EXPIRES

Aug 13, 2022

Renne R Elfert

Notary Public, State of Texas

Exhibit A



30.80 ACRES OF LAND SITUATED IN SECTIONS 37 AND 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING 29.96 ACRES OUT OF A CALLED 634.887 ACRE TRACT AS DESCRIBED IN DEED TO CUMBERLAND AND WESTERN RESOURCES, LLC, IN DOCUMENT NUMBER 2008-26873, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND 0.84 ACRES OUT OF A CALLED 8.84 ACRE TRACT DESCRIBED IN DOCUMENT 2012-25587, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

COMMITMENT NO. NCS-1007674-CLE

b. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.(IF ANY SHOWN HEREON)

c. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)(IF ANY SHOWN HEREON)

d. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.(NOT A SURVEY MATTER)

e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.(NOT A SURVEY MATTER)

f. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy)(IF ANY SHOWN HEREON)

g. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.(NOT A SURVEY MATTER)

h. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration of the term of leases.(NOT A SURVEY MATTER)

i. Visible and apparent easements.(IF ANY SHOWN HEREON)

j. Waiver of Surface Rights executed by Viper Energy Partners, LLC and Cumberland & Western Resources, LLC, dated December 18, 2019 and recorded December 19, 2019 in Document Number 2019-38809, Official Records of Midland County, Texas; along with that certain Oil and Gas Lease attached to said Waiver as Exhibit B, by and between Spanish Trail Land and Cattle Company, L.P. and IBEX Mineral Resources, L.L.C., dated January 23, 2008.(NOT A SURVEY MATTER)

k. BY WAY OF INFORMATION, BUT NOT BY WAY OF EXCEPTION OR REQUIREMENT: That the subject property is located in the City of Midland Extra Territorial Jurisdiction area and may be subject to platting requirements.(NOT A SURVEY MATTER)

RECEIVED
JUL 14 2021
BY:

Parcel Line Table		
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L3	122.29'	S64° 39' 39"E
L4	286.56'	S24° 31' 20"E
L5	20.07'	S27° 25' 30"W
L6	250.69'	S75° 14' 10"W
L7	100.00'	N83° 06' 17"W
L8	100.00'	S53° 34' 34"W
L9	169.39'	S75° 14' 08"W
L10	21.22'	N59° 45' 56"W
L11	65.00'	S75° 14' 08"W

I hereby state to BMW Financial Services NA, LLC, a Delaware limited liability company, its successors and assigns, Lone Star Abstract & Title Co., Inc., First American Title Insurance Company, and Lusso Real Estate, LLC that this map or plat and the survey on which it was based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(b), 8, 11, 13, 14, 16, 17, 18, 19 [include only where off-site easements are present], and 20 of Table A thereof, and that the parcels described heron do not lie within flood hazard areas in accordance with the document entitled "Department of Housing and Urban Development, Federal Insurance Administration – Special Flood Hazard Area Maps". The field work was completed on 9-25-2019.

Charles P. Rutherford, R.P.L.S No. 1977 — 4-13-2020 Date

—x—x—Fence Line
Gas Line
—FO—Fiber Optic
—OE—Overhead Electric Line
Power Pole
Guy Wire
Fire Hydrant
Water Valve
found monument—see description
set 1/2" iron rod/cap stamped "RPLS 1977"
Bearing referenced to the control point set in overpass. Bearings oriented to Grid, Nad 83, Texas Zone No. 4203

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

This tract lies in Flood Zone "X" as shown on Firm Map 48329C-0200F

CHARLES P. RUTHERFORD 1977 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

NEWTON ENGINEERING, PC.
Texas Firm No. 10194150
Midland, Texas 79705
Phone: (432) 682-3753
Fax: (432) 682-3754
Email: info@newtonengineering.com
Survey Plat
Drawn: 9/25/2019 REVISED 3/19/2020
Checked: CPR
Scale: 1" = 100'
Job No. 2020
Sheet 1 of 1

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd. F-13856
Midland, Texas 79705
(432) 770-0499

November 1, 2019

Field Notes

Sewell Auto Complex 30.80 acres

All of that certain tract or parcel of land situated in Sections 37 and 38, Block 40, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being 29.96 acres out of a called 634.887 acre tract as described in deed to Cumberland and Western Resources, LLC, in Document Number 2008-26873, Official Public Records of Midland County, Texas and 0.84 acre out of a called 8.84 acre tract described in Document 2012-25587, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977", set at the most Northerly Northeast corner of the said called 634.887 acres and the Northwest corner of the said called 8.84 acres in the South right-of-way line of State Highway 191.

Thence S 14°17'16' E along the East line of the said called 634.887 acres and the West line of the said called 8.84 acres, 15.00 feet to a ½ inch iron rod, with yellow cap, found at the inside Ell corner in the East line of the said called 634.887 acres and inside Ell corner in the West line of the said called 8.84 acres.

Thence N 75°19'50" E along the lower South line of this tract and a line of the said called 8.84 acres, 31.97 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a deflection in the East line of this tract and the West line of the said called 8.84 acres.

Thence S 64°39'39" E along the East line of this tract and the West line of Avalon Road, 122.29 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at a deflection point in the East line of this tract and the West line of said Avalon Road.

Thence S 24°31'20" E continuing along the East line of this tract and the said West line of Avalon Road, 286.56 feet to a feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the PC of a 1°17'04" Curve to the Right.

Thence around said Curve to the Right, 312.60 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the end of said curve and the most northerly Southeast corner of this tract.. Said Curve having a Delta Angle of 4°00'55" with a Chord Bearing of S 22°28'23" E and distance of 312.55 feet.

Thence S 27°25'30" W along a clip corner on the Southeast corner of this tract, 20.07 feet to a ½ inch iron, with cap marked PSC, found at the most southerly southeast corner of this tract in the North line of Deauville Boulevard.

Thence S 75°14'10" W along the South line of this tract and the North line of Deauville Boulevard, 250.69 feet to a ½ inch iron rod, with cap marked PSC, found at the beginning of a 6°03'47" curve to the right.

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd. F-13858
Midland, Texas 79705
(432) 770-0499

Thence around said curve to the right, 357.24 feet to the end of said curve at a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set for corner. Said Curve having a Delta Angle of 21°39'35" with Chord Bearing of S 86°03'55" W and distance of 355.12 feet.

Thence N 83°06'17 W continuing along the South line this tract and the North line of Deauville Boulevard,100.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977", set at the beginning of a 5°25'51" curve to the left.

Thence around said curve to the left 797.65 feet to a ½ inch iron rod, with cap marked "6423", found at the end of this curve. Said Curve having a Delta Angle of 43°19'09", with a Chord Bearing of S 75°14'08" W and Distance of 778.78 feet

Thence S 53°34'34" W continuing along the South line of this tract and the said North line of Deauville Boulevard, 100.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at the PC of a 6°03'47" Curve to the left.

Thence around said curve to the left, 357.24 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at the end of said curve. Said Curve having a Delta Angle 21°39'34" and Chord Bearing of S 64°24'21 W and Distance of 355.11 feet.

Thence S 75°14'08" W continuing along the South line of this tract and the said North line of Deauville Boulevard, 169.39 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set for corner at a point of deflection to the right.

Thence N 59°45'56" W continuing along the said South line of this tract and the said North line of Deauville Boulevard, 21.22 feet to a bent iron rod, found at a point of deflection to the left.

Thence S 75°14'08" W continuing with said South line and North line of Deauville Boulevard, 65.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Southwest corner of this tract.

Thence N 14°45'52" W along the West line of this tract and the East line of the remainder of the said called 634.887 acres, 717.81 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Northwest corner of this tract in the South line of said State Highway 191.

Thence N 79°21'34" E along the said North line of this tract and said South line of State Highway 191, 440.40 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a point of deflection in said North line, continuing N 75°14'49" E, 1520.67 feet to the place of beginning and containing 30.80 acres of land.

I, Charles P. Rutherford, Registered Professional Land Survey, do hereby state that this field note description and its accompanying plat correctly represent the results of a survey made on the ground under my supervision and direction.

Charles P. Rutherford, Registered Professional Land Surveyor No. 1977 Date

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-21-0027
Case Number: Z-21-0252

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lusso Real Estate, LLC		Phone (432)770-0499 Email	
Address PO BOX 3432	City Odessa	State TX	Zip 79760

Property Owner Printed Name: Same as Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: John M. Newton		Phone (432)770-0499 Email john@newtoncivil.com	
Address 4501-A Santa Rosa Dr.	City Midland	State TX	Zip 79707

Street Address: Southwest corner of Hwy 191 and Avalon Dr.

Legal Description
Lot: Block: Subdivision: n/a

Current Zoning: Not zoned	**Proposed Zone:** ~~PD-Light Industrial~~ RR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: To conform with the development of a car dealership

Present Use of Property: Native Pasture

Proposed Use of Property: Car Dealership, service center, carwash, and restaraunt/retail

How would this annexation/zone change affect the public health, safety and welfare?
Would not affect

Describe how this annexation/zone change will affect adjacent properties:
none

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 7/7/2021
Applicant (printed): Collin Sewell	
Property Owner (signature):	Date: 7/7/2021
Property Owner (printed) : Collin Sewell	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared_____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	☒ Metes and Bounds (Sealed by Surveyor)
☒ Application Fee	☒ Files in Digital Format (PDF/JPEG)
Check # 1144	☒ Petition
Received By: V.Sherman	Date: RECEIVED JUL 14 2021
	BY: VS

****Application will not be considered for scheduling until reviewed by a planner.****

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Lusso Real Estate, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Collin Sewell

Printed Name

President

Title

THE STATE OF Texas §
§
COUNTY OF Ector §

RENNE R ELFERT
Notary ID #125297855
My Commission Expires
August 13, 2022

This instrument was acknowledged before me on the 1 day of July, 2021, by Collin Sewell in the capacity herein stated.

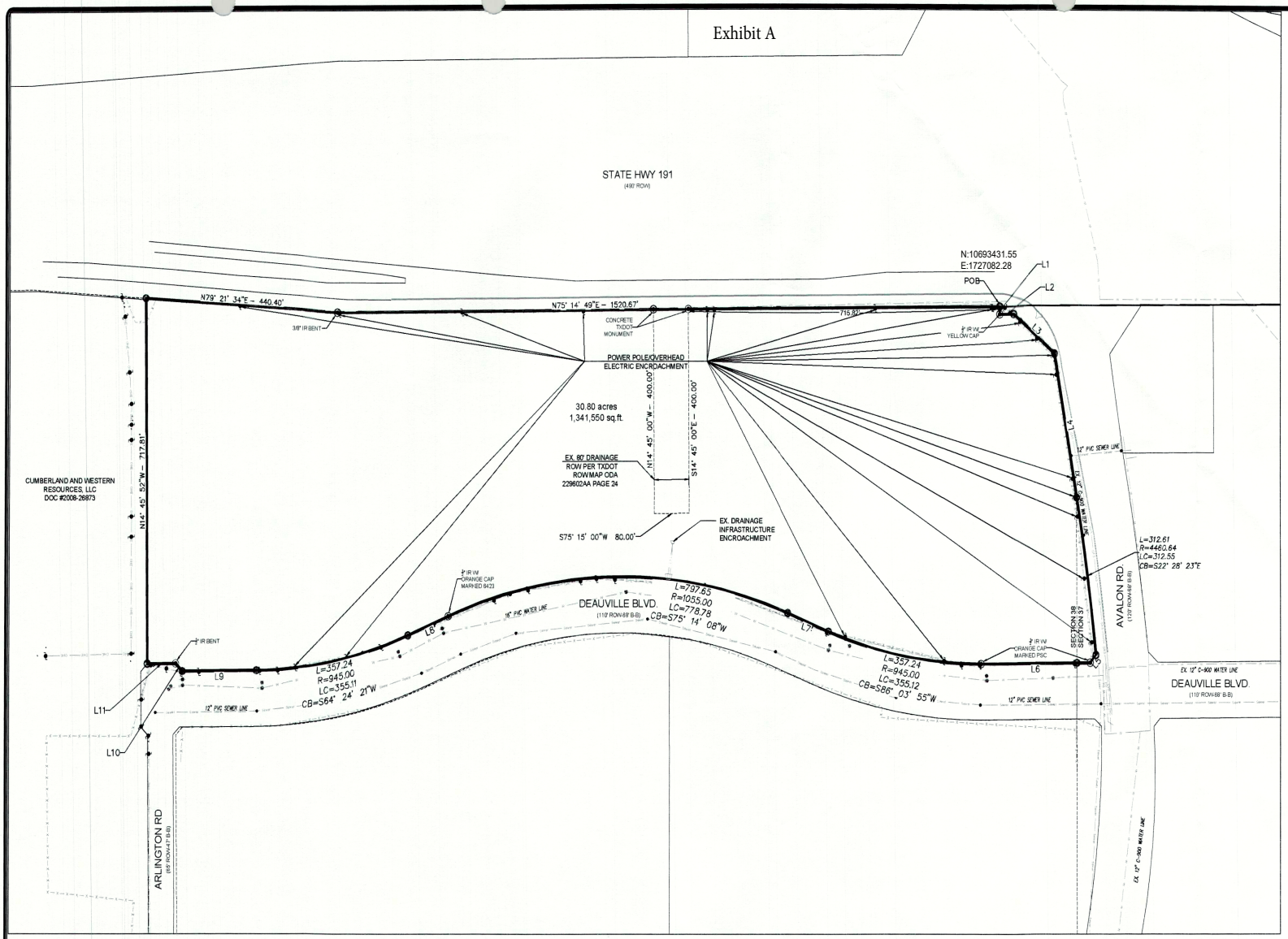
MY COMMISSION EXPIRES

Aug 13, 2022

Renne R Elfert

Notary Public, State of Texas

Exhibit A



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COMMITMENT NO. NCS-1007674-CLE

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I hereby state to BMW Financial Services NA, LLC, a Delaware limited liability company, its successors and assigns, Lone Star Abstract & Title Co., Inc., First American Title Insurance Company, and Lusso Real Estate, LLC that this map or plat and the survey on which it was based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(b), 8, 11, 13, 14, 16, 17, 18, 19 [include only where off-site easements are present], and 20 of Table A thereof, and that the parcels described heron do not lie within flood hazard areas in accordance with the document entitled "Department of Housing and Urban Development, Federal Insurance Administration – Special Flood Hazard Area Maps". The field work was completed on 9-25-2019.

Charles P. Rutherford, R.P.L.S No. 1977 — 4-13-2020 Date

- Fence Line
- Gas Line
- Fiber Optic
- Overhead Electric Line
- Power Pole
- Guy Wire
- Fire Hydrant
- Water Valve
- found monument—see description
- set 1/2" iron rod/cap stamped "RPLS 1977"

Bearing referenced to the control point set in overpass. Bearings oriented to Grid, Nad 83, Texas Zone No. 4203

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

This tract lies in Flood Zone "X" as shown on Firm Map 48329C-0200F

CHARLES P. RUTHERFORD 1977 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

NEWTON ENGINEERING, PC
Texas Firm No. 10194010
Midland, Texas 79705
Phone: (432) 682-3753
Fax: (432) 682-3754
Email: info@newtonengineering.com
Standard 2020

Date: 9/25/2019 REVISED 3/19/2020
Survey Plat

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd. F-13856
Midland, Texas 79705
(432) 770-0499

November 1, 2019

Field Notes

Sewell Auto Complex 30.80 acres

All of that certain tract or parcel of land situated in Sections 37 and 38, Block 40, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being 29.96 acres out of a called 634.887 acre tract as described in deed to Cumberland and Western Resources, LLC, in Document Number 2008-26873, Official Public Records of Midland County, Texas and 0.84 acre out of a called 8.84 acre tract described in Document 2012-25587, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977", set at the most Northerly Northeast corner of the said called 634.887 acres and the Northwest corner of the said called 8.84 acres in the South right-of-way line of State Highway 191.

Thence S 14°17'16' E along the East line of the said called 634.887 acres and the West line of the said called 8.84 acres, 15.00 feet to a ½ inch iron rod, with yellow cap, found at the inside Ell corner in the East line of the said called 634.887 acres and inside Ell corner in the West line of the said called 8.84 acres.

Thence N 75°19'50" E along the lower South line of this tract and a line of the said called 8.84 acres, 31.97 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a deflection in the East line of this tract and the West line of the said called 8.84 acres.

Thence S 64°39'39" E along the East line of this tract and the West line of Avalon Road, 122.29 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at a deflection point in the East line of this tract and the West line of said Avalon Road.

Thence S 24°31'20" E continuing along the East line of this tract and the said West line of Avalon Road, 286.56 feet to a feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the PC of a 1°17'04" Curve to the Right.

Thence around said Curve to the Right, 312.60 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the end of said curve and the most northerly Southeast corner of this tract.. Said Curve having a Delta Angle of 4°00'55" with a Chord Bearing of S 22°28'23" E and distance of 312.55 feet.

Thence S 27°25'30" W along a clip corner on the Southeast corner of this tract, 20.07 feet to a ½ inch iron, with cap marked PSC, found at the most southerly southeast corner of this tract in the North line of Deauville Boulevard.

Thence S 75°14'10" W along the South line of this tract and the North line of Deauville Boulevard, 250.69 feet to a ½ inch iron rod, with cap marked PSC, found at the beginning of a 6°03'47" curve to the right.

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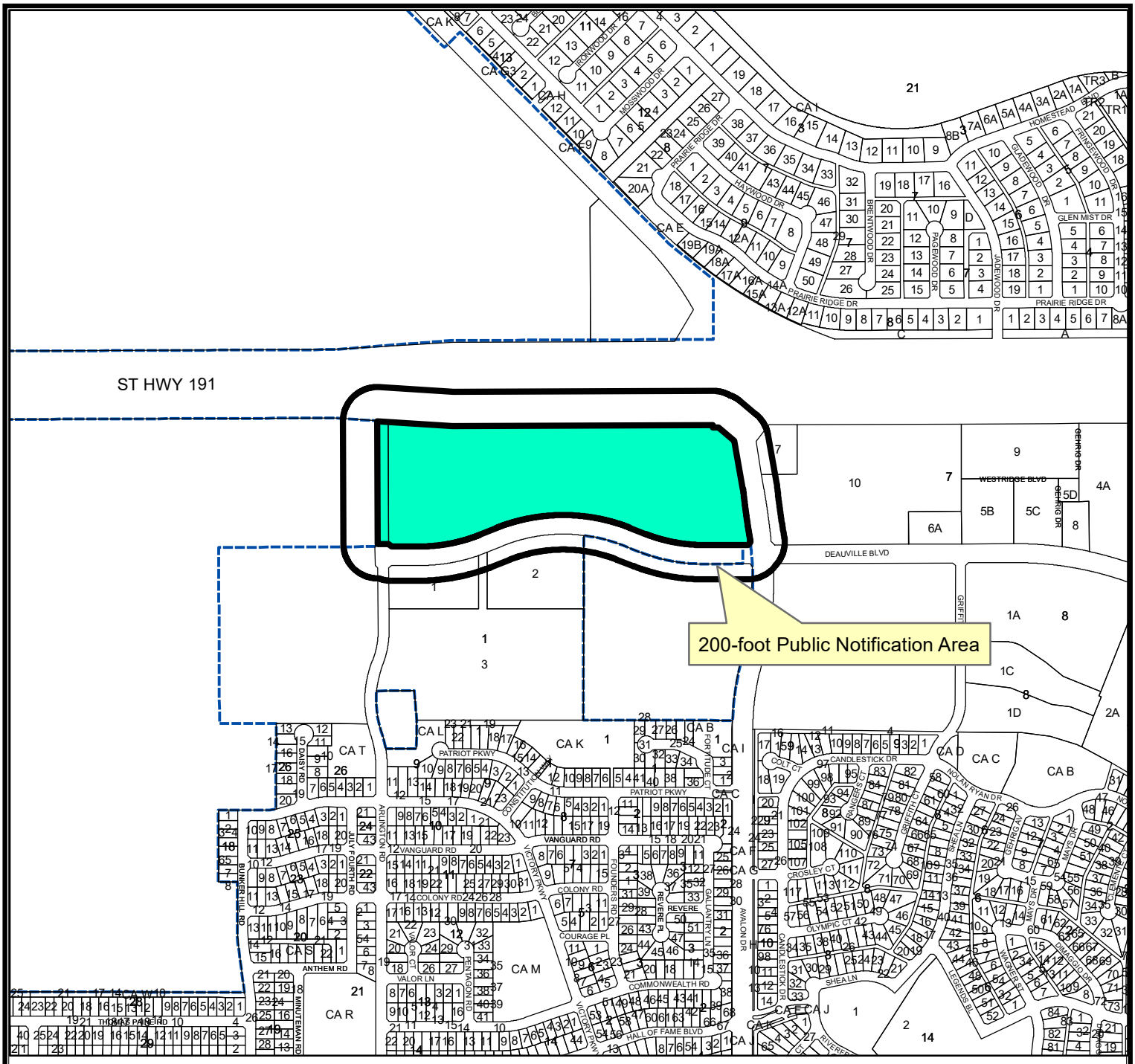
Thence S 75°14'08" W continuing with said South line and North line of Deauville Boulevard, 65.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Southwest corner of this tract.

Thence N 14°45'52" W along the West line of this tract and the East line of the remainder of the said called 634.887 acres, 717.81 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Northwest corner of this tract in the South line of said State Highway 191.

Thence N 79°21'34" E along the said North line of this tract and said South line of State Highway 191, 440.40 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a point of deflection in said North line, continuing N 75°14'49" E, 1520.67 feet to the place of beginning and containing 30.80 acres of land.

I, Charles P. Rutherford, Registered Professional Land Survey, do hereby state that this field note description and its accompanying plat correctly represent the results of a survey made on the ground under my supervision and direction.

Charles P. Rutherford, Registered Professional Land Surveyor No. 1977 Date



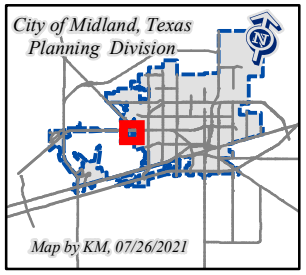
LOCATION MAP

A-21-0027 **Scale: 1" = 200'**

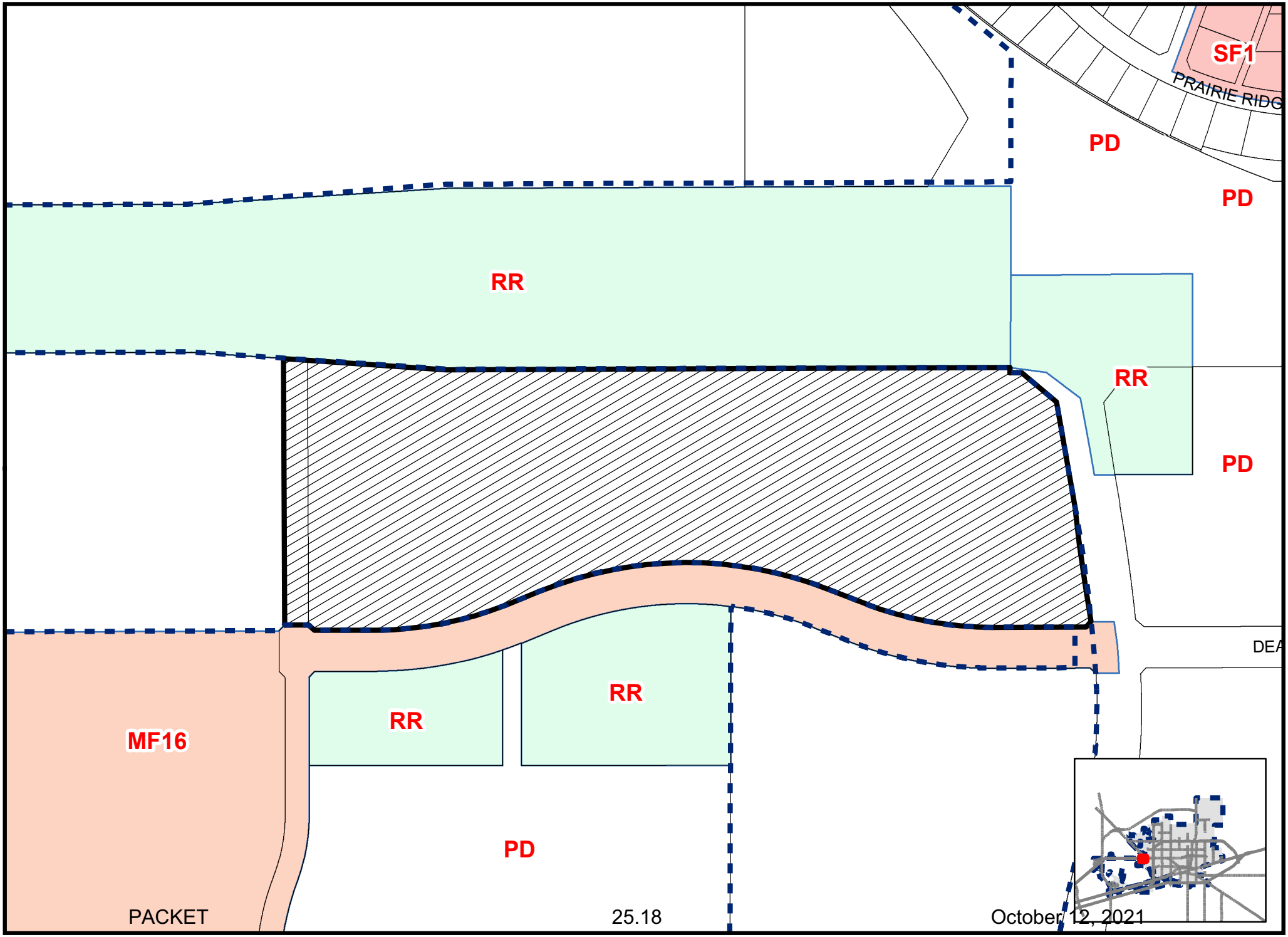
Consider a request for annexation of a 30.80-acre tract of land out of Section 37 and 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.
Generally located southwest corner of the intersection of State Highway 191 and Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND ITS PRIOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 09/15/2021

Z-21-0252

Scale: 1" = 200'

ZONING MAP

© **THE CITY OF MIDLAND - 2020:** 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.




STOP




SPEED
LIMIT
40
BIKE LANE

City Council Meeting

Item Number: 26

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON 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: NONE) (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by Lusso Real Estate, LLC., for the initial zoning of a 30.80-acre tract of land out of Section 37 and 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the southwest corner of the intersection of State Highway 191 and Avalon Drive., which is currently being annexed to be RR, Regional Retail District.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, Lusso Real Estate, LLC., is requesting for the initial zoning of annexed land to RR, Regional Retail District in order to develop a car dealership.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

The proposed site plan attached hereto illustrates eight (8) buildings consisting of three (3) car dealerships, two (2) service centers, a car wash, an amenities building, and a photo booth building. The total square footage of all the buildings combined is about 1,341,212 square feet. The site plan illustrates 1,748 parking spaces. Therefore, this site has adequate parking.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No Objections.

Transportation: (Approved)

No objections.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban-High uses in this area, encompassing a higher mix of housing types, major commercial, office and services uses, and limited industrial in suitable locations.

This request was recommended for approval at the October 4, 2021 Planning and Zoning Commission meeting.

As this proposed initial zoning conforms to the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this initial zoning of RR, Regional Retail District subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

As of October 6, 2021, staff has received no letters of objection to this request.

Attachments:

Petition (Exhibit A)
Site Plan
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on October 12, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Lusso Real Estate, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Collin Sewell

Printed Name

President

Title

THE STATE OF Texas §
§
COUNTY OF Ector §

RENNE R ELFERT
Notary ID #125297855
My Commission Expires
August 13, 2022

This instrument was acknowledged before me on the 1 day of July, 2021, by Collin Sewell in the capacity herein stated.

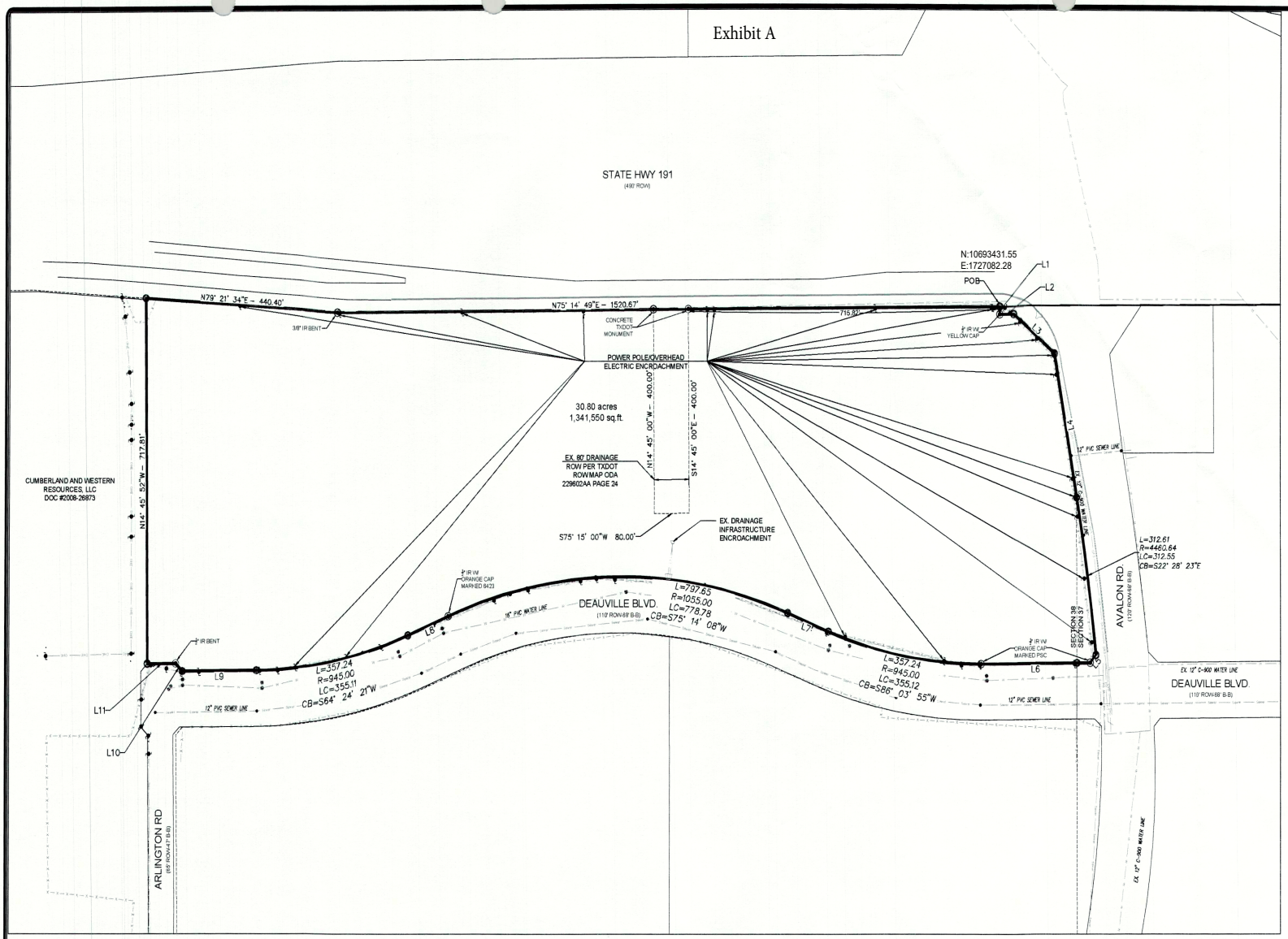
MY COMMISSION EXPIRES

Aug 13, 2022

Renne R Elfert

Notary Public, State of Texas

Exhibit A



30.80 ACRES OF LAND SITUATED IN SECTIONS 37 AND 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING 29.96 ACRES OUT OF A CALLED 634.887 ACRE TRACT AS DESCRIBED IN DEED TO CUMBERLAND AND WESTERN RESOURCES, LLC, IN DOCUMENT NUMBER 2008-26873, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND 0.84 ACRES OUT OF A CALLED 8.84 ACRE TRACT DESCRIBED IN DOCUMENT 2012-25587, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

COMMITMENT NO. NCS-1007674-CLE

b. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.(IF ANY SHOWN HEREON)

c. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)(IF ANY SHOWN HEREON)

d. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.(NOT A SURVEY MATTER)

e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.(NOT A SURVEY MATTER)

f. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy)(IF ANY SHOWN HEREON)

g. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.(NOT A SURVEY MATTER)

h. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration of the term of leases.(NOT A SURVEY MATTER)

i. Visible and apparent easements.(IF ANY SHOWN HEREON)

j. Waiver of Surface Rights executed by Viper Energy Partners, LLC and Cumberland & Western Resources, LLC, dated December 18, 2019 and recorded December 19, 2019 in Document Number 2019-38809, Official Records of Midland County, Texas; along with that certain Oil and Gas Lease attached to said Waiver as Exhibit B, by and between Spanish Trail Land and Cattle Company, L.P. and IBEX Mineral Resources, L.L.C., dated January 23, 2008.(NOT A SURVEY MATTER)

k. BY WAY OF INFORMATION, BUT NOT BY WAY OF EXCEPTION OR REQUIREMENT: That the subject property is located in the City of Midland Extra Territorial Jurisdiction area and may be subject to platting requirements.(NOT A SURVEY MATTER)

Parcel Line Table		
Line #	Length	Direction
L1	15.00'	S14° 17' 16"E
L2	31.97'	N75° 19' 50"E
L3	122.29'	S64° 39' 39"E
L4	286.56'	S24° 31' 20"E
L5	20.07'	S27° 25' 30"W
L6	250.69'	S75° 14' 10"W
L7	100.00'	N83° 06' 17"W
L8	100.00'	S53° 34' 34"W
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Charles P. Rutherford, R.P.L.S No. 1977 — 4-13-2020 Date

CHARLES P. RUTHERFORD 1977 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

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1 inch = 100 ft.

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NEWTON ENGINEERING, PC
Texas Firm No. T-1909
Midland, Texas 79705
Phone: (432) 682-3753
Date: 3/5/2019 REVISED 3/19/2020
Survey Plat

RECEIVED
JUL 14 2021
BY:

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd. F-13856
Midland, Texas 79705
(432) 770-0499

November 1, 2019

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Thence N 59°45'56" W continuing along the said South line of this tract and the said North line of Deauville Boulevard, 21.22 feet to a bent iron rod, found at a point of deflection to the left.

Thence S 75°14'08" W continuing with said South line and North line of Deauville Boulevard, 65.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Southwest corner of this tract.

Thence N 14°45'52" W along the West line of this tract and the East line of the remainder of the said called 634.887 acres, 717.81 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Northwest corner of this tract in the South line of said State Highway 191.

Thence N 79°21'34" E along the said North line of this tract and said South line of State Highway 191, 440.40 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a point of deflection in said North line, continuing N 75°14'49" E, 1520.67 feet to the place of beginning and containing 30.80 acres of land.

I, Charles P. Rutherford, Registered Professional Land Survey, do hereby state that this field note description and its accompanying plat correctly represent the results of a survey made on the ground under my supervision and direction.

Charles P. Rutherford, Registered Professional Land Surveyor No. 1977 Date

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Lusso Real Estate, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Collin Sewell

Printed Name

President

Title

THE STATE OF Texas §
§
COUNTY OF Ector §

RENNE R ELFERT
Notary ID #125297855
My Commission Expires
August 13, 2022

This instrument was acknowledged before me on the 1 day of July, 2021, by Collin Sewell in the capacity herein stated.

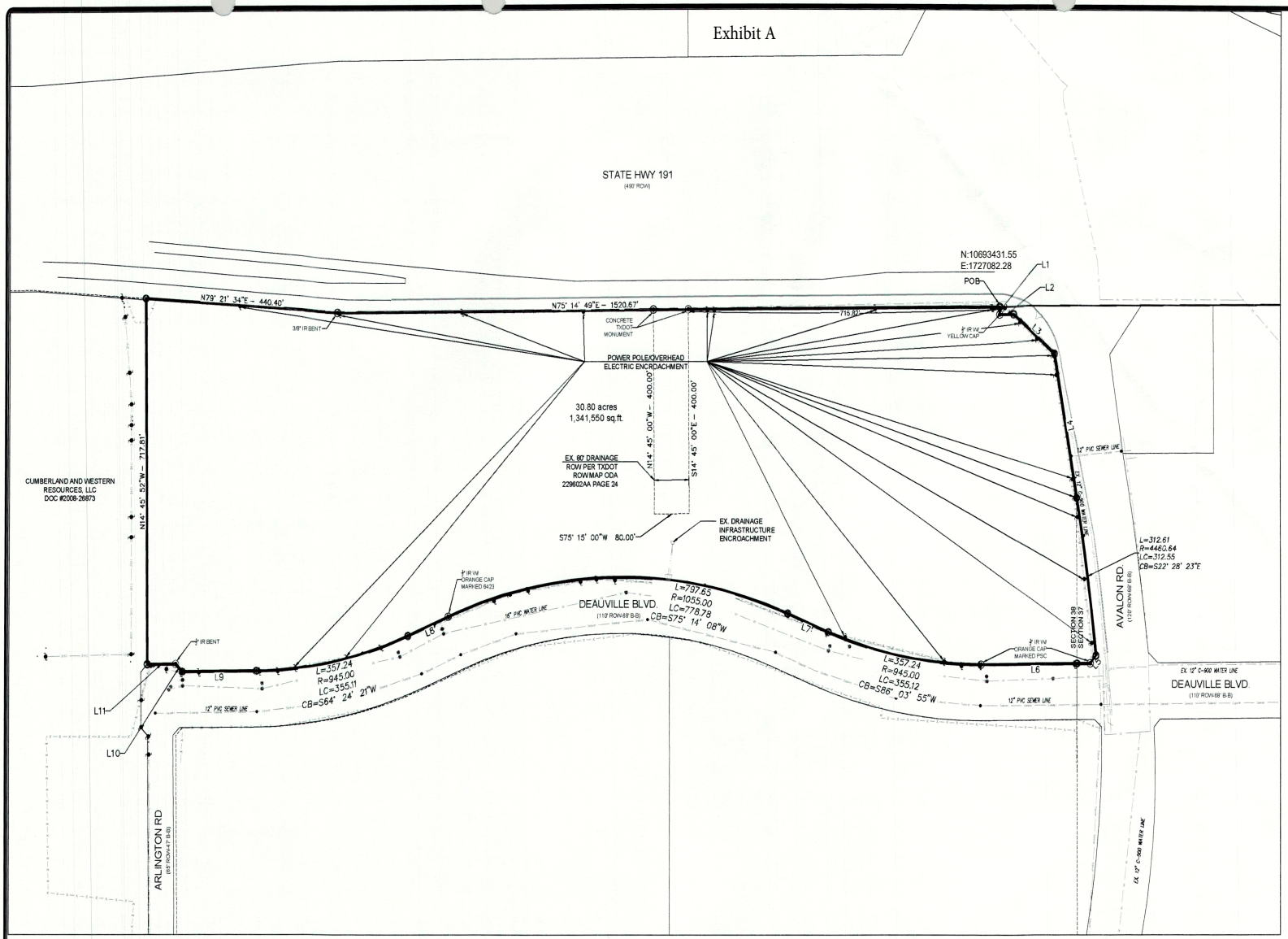
MY COMMISSION EXPIRES

Aug 13, 2022

Renne R Elfert

Notary Public, State of Texas

Exhibit A



30.80 ACRES OF LAND SITUATED IN SECTIONS 37 AND 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING 29.96 ACRES OUT OF A CALLED 634.887 ACRE TRACT AS DESCRIBED IN DEED TO CUMBERLAND AND WESTERN RESOURCES, LLC, IN DOCUMENT NUMBER 2008-26873, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND 0.84 ACRES OUT OF A CALLED 8.84 ACRE TRACT DESCRIBED IN DOCUMENT 2012-25587, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

COMMITMENT NO. NCS-1007674-CLE

b. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.(IF ANY SHOWN HEREON)

c. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)(IF ANY SHOWN HEREON)

d. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.(NOT A SURVEY MATTER)

e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.(NOT A SURVEY MATTER)

f. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy)(IF ANY SHOWN HEREON)

g. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.(NOT A SURVEY MATTER)

h. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration of the term of leases.(NOT A SURVEY MATTER)

i. Visible and apparent easements.(IF ANY SHOWN HEREON)

j. Waiver of Surface Rights executed by Viper Energy Partners, LLC and Cumberland & Western Resources, LLC, dated December 18, 2019 and recorded December 19, 2019 in Document Number 2019-38809, Official Records of Midland County, Texas; along with that certain Oil and Gas Lease attached to said Waiver as Exhibit B, by and between Spanish Trail Land and Cattle Company, L.P. and IBEX Mineral Resources, L.L.C., dated January 23, 2008.(NOT A SURVEY MATTER)

k. BY WAY OF INFORMATION, BUT NOT BY WAY OF EXCEPTION OR REQUIREMENT: That the subject property is located in the City of Midland Extra Territorial Jurisdiction area and may be subject to platting requirements.(NOT A SURVEY MATTER)

RECEIVED
JUL 14 2021
BY:

Parcel Line Table		
Line #	Length	Direction
L1	15.00'	S14° 17' 16"E
L2	31.97'	N75° 19' 50"E
L3	122.29'	S64° 39' 39"E
L4	286.56'	S24° 31' 20"E
L5	20.07'	S27° 25' 30"W
L6	250.69'	S75° 14' 10"W
L7	100.00'	N83° 06' 17"W
L8	100.00'	S53° 34' 34"W
L9	169.39'	S75° 14' 08"W
L10	21.22'	N59° 45' 56"W
L11	65.00'	S75° 14' 08"W

I hereby state to BMW Financial Services NA, LLC, a Delaware limited liability company, its successors and assigns, Lone Star Abstract & Title Co., Inc., First American Title Insurance Company, and Lusso Real Estate, LLC that this map or plat and the survey on which it was based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(b), 8, 11, 13, 14, 16, 17, 18, 19 [include only where off-site easements are present], and 20 of Table A thereof, and that the parcels described heron do not lie within flood hazard areas in accordance with the document entitled "Department of Housing and Urban Development, Federal Insurance Administration – Special Flood Hazard Area Maps". The field work was completed on 9-25-2019.

Charles P. Rutherford, R.P.L.S No. 1977 — 4-13-2020 Date

- Fence Line
- Gas Line
- Fiber Optic
- Overhead Electric Line
- Power Pole
- Guy Wire
- Fire Hydrant
- Water Valve
- found monument–see description
- set 1/2" iron rod/cap stamped "RPLS 1977"

Bearing referenced to the control point set in overpass. Bearings oriented to Grid, Nad 83, Texas Zone No. 4203

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

This tract lies in Flood Zone "X" as shown on Firm Map 48329C-0200F

CHARLES P. RUTHERFORD 1977 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

NEWTON ENGINEERING, PC
Texas Engineering Firm F-1386 | Texas Surveying Firm LS000
Midland, Texas 79705
Standard 2020
4/13/2019 REVISED 3/19/2020
Survey Plat

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd. F-13856
Midland, Texas 79705
(432) 770-0499

November 1, 2019

Field Notes

Sewell Auto Complex 30.80 acres

All of that certain tract or parcel of land situated in Sections 37 and 38, Block 40, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being 29.96 acres out of a called 634.887 acre tract as described in deed to Cumberland and Western Resources, LLC, in Document Number 2008-26873, Official Public Records of Midland County, Texas and 0.84 acre out of a called 8.84 acre tract described in Document 2012-25587, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977", set at the most Northerly Northeast corner of the said called 634.887 acres and the Northwest corner of the said called 8.84 acres in the South right-of-way line of State Highway 191.

Thence S 14°17'16' E along the East line of the said called 634.887 acres and the West line of the said called 8.84 acres, 15.00 feet to a ½ inch iron rod, with yellow cap, found at the inside Ell corner in the East line of the said called 634.887 acres and inside Ell corner in the West line of the said called 8.84 acres.

Thence N 75°19'50" E along the lower South line of this tract and a line of the said called 8.84 acres, 31.97 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a deflection in the East line of this tract and the West line of the said called 8.84 acres.

Thence S 64°39'39" E along the East line of this tract and the West line of Avalon Road, 122.29 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at a deflection point in the East line of this tract and the West line of said Avalon Road.

Thence S 24°31'20" E continuing along the East line of this tract and the said West line of Avalon Road, 286.56 feet to a feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the PC of a 1°17'04" Curve to the Right.

Thence around said Curve to the Right, 312.60 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the end of said curve and the most northerly Southeast corner of this tract.. Said Curve having a Delta Angle of 4°00'55" with a Chord Bearing of S 22°28'23" E and distance of 312.55 feet.

Thence S 27°25'30" W along a clip corner on the Southeast corner of this tract, 20.07 feet to a ½ inch iron, with cap marked PSC, found at the most southerly southeast corner of this tract in the North line of Deauville Boulevard.

Thence S 75°14'10" W along the South line of this tract and the North line of Deauville Boulevard, 250.69 feet to a ½ inch iron rod, with cap marked PSC, found at the beginning of a 6°03'47" curve to the right.

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd. F-13858
Midland, Texas 79705
(432) 770-0499

Thence around said curve to the right, 357.24 feet to the end of said curve at a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set for corner. Said Curve having a Delta Angle of 21°39'35" with Chord Bearing of S 86°03'55" W and distance of 355.12 feet.

Thence N 83°06'17 W continuing along the South line this tract and the North line of Deauville Boulevard,100.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977", set at the beginning of a 5°25'51" curve to the left.

Thence around said curve to the left 797.65 feet to a ½ inch iron rod, with cap marked "6423", found at the end of this curve. Said Curve having a Delta Angle of 43°19'09", with a Chord Bearing of S 75°14'08" W and Distance of 778.78 feet

Thence S 53°34'34" W continuing along the South line of this tract and the said North line of Deauville Boulevard, 100.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at the PC of a 6°03'47" Curve to the left.

Thence around said curve to the left, 357.24 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" , set at the end of said curve. Said Curve having a Delta Angle 21°39'34" and Chord Bearing of S 64°24'21 W and Distance of 355.11 feet.

Thence S 75°14'08" W continuing along the South line of this tract and the said North line of Deauville Boulevard, 169.39 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set for corner at a point of deflection to the right.

Thence N 59°45'56" W continuing along the said South line of this tract and the said North line of Deauville Boulevard, 21.22 feet to a bent iron rod, found at a point of deflection to the left.

Thence S 75°14'08" W continuing with said South line and North line of Deauville Boulevard, 65.00 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Southwest corner of this tract.

Thence N 14°45'52" W along the West line of this tract and the East line of the remainder of the said called 634.887 acres, 717.81 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at the Northwest corner of this tract in the South line of said State Highway 191.

Thence N 79°21'34" E along the said North line of this tract and said South line of State Highway 191, 440.40 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a point of deflection in said North line, continuing N 75°14'49" E, 1520.67 feet to the place of beginning and containing 30.80 acres of land.

I, Charles P. Rutherford, Registered Professional Land Survey, do hereby state that this field note description and its accompanying plat correctly represent the results of a survey made on the ground under my supervision and direction.

Charles P. Rutherford, Registered Professional Land Surveyor No. 1977 Date

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-21-0027
Case Number: Z-21-0252

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lusso Real Estate, LLC		Phone (432)770-0499 Email	
Address PO BOX 3432	City Odessa	State TX	Zip 79760

Property Owner Printed Name: Same as Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: John M. Newton		Phone (432)770-0499 Email john@newtoncivil.com	
Address 4501-A Santa Rosa Dr.	City Midland	State TX	Zip 79707

Street Address: Southwest corner of Hwy 191 and Avalon Dr.

Legal Description
Lot: Block: Subdivision: n/a

Current Zoning: Not zoned	**Proposed Zone:** ~~PD-Light Industrial~~ RR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: To conform with the development of a car dealership

Present Use of Property: Native Pasture

Proposed Use of Property: Car Dealership, service center, carwash, and restaraunt/retail

How would this annexation/zone change affect the public health, safety and welfare?
Would not affect

Describe how this annexation/zone change will affect adjacent properties:
none

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 7/7/2021
Applicant (printed): Collin Sewell	
Property Owner (signature):	Date: 7/7/2021
Property Owner (printed) : Collin Sewell	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared_____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*)

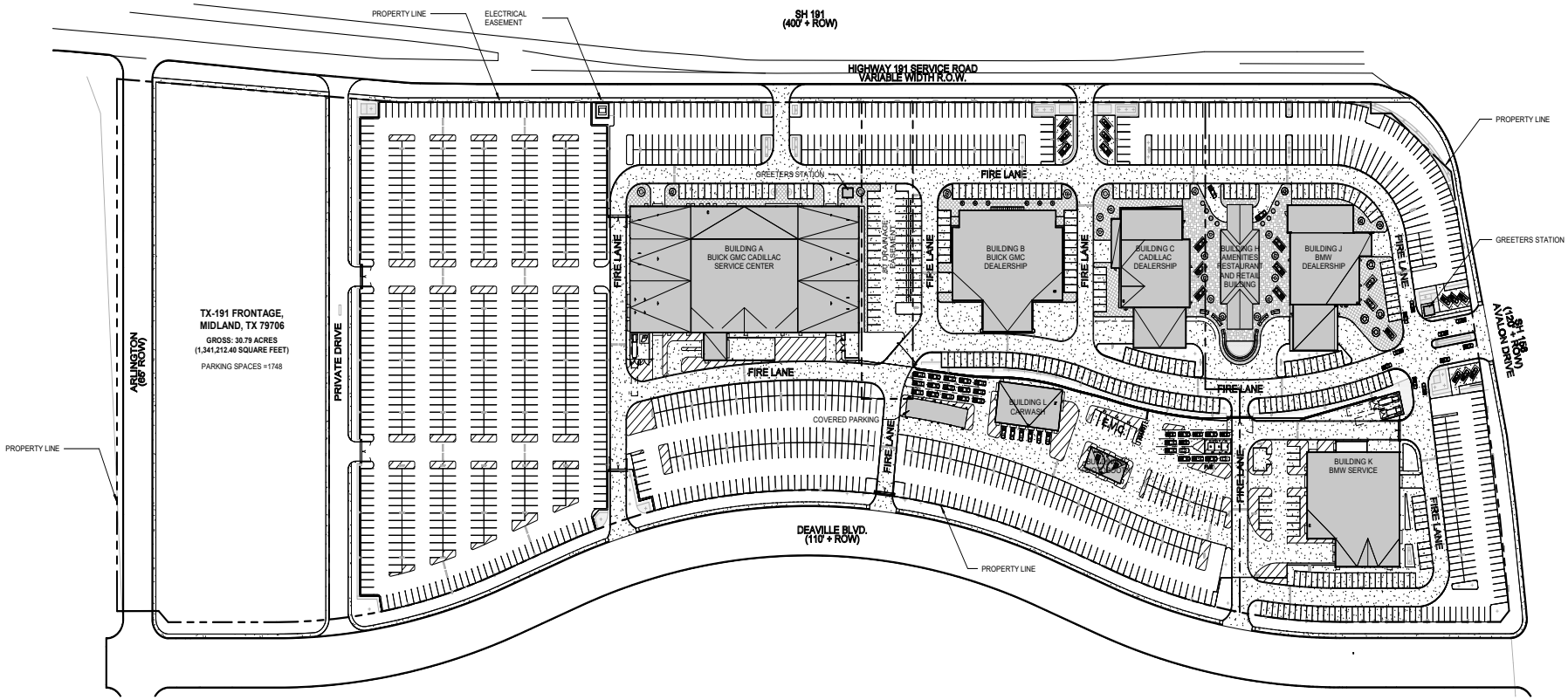
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Metes and Bounds (Sealed by Surveyor)
☒ Application Fee	☒ Files in Digital Format (PDF/JPEG)
Check # 1144	☒ Petition
Received By: V.Sherman	Date: RECEIVED JUL 14 2021
	BY: VS

****Application will not be considered for scheduling until reviewed by a planner.****



SITE PLAN

PN TN

SEWELL MIDLAND DEALERSHIP CAMPUS, TX-191 FRONTAGE, MIDLAND, TX 79706

PACKET

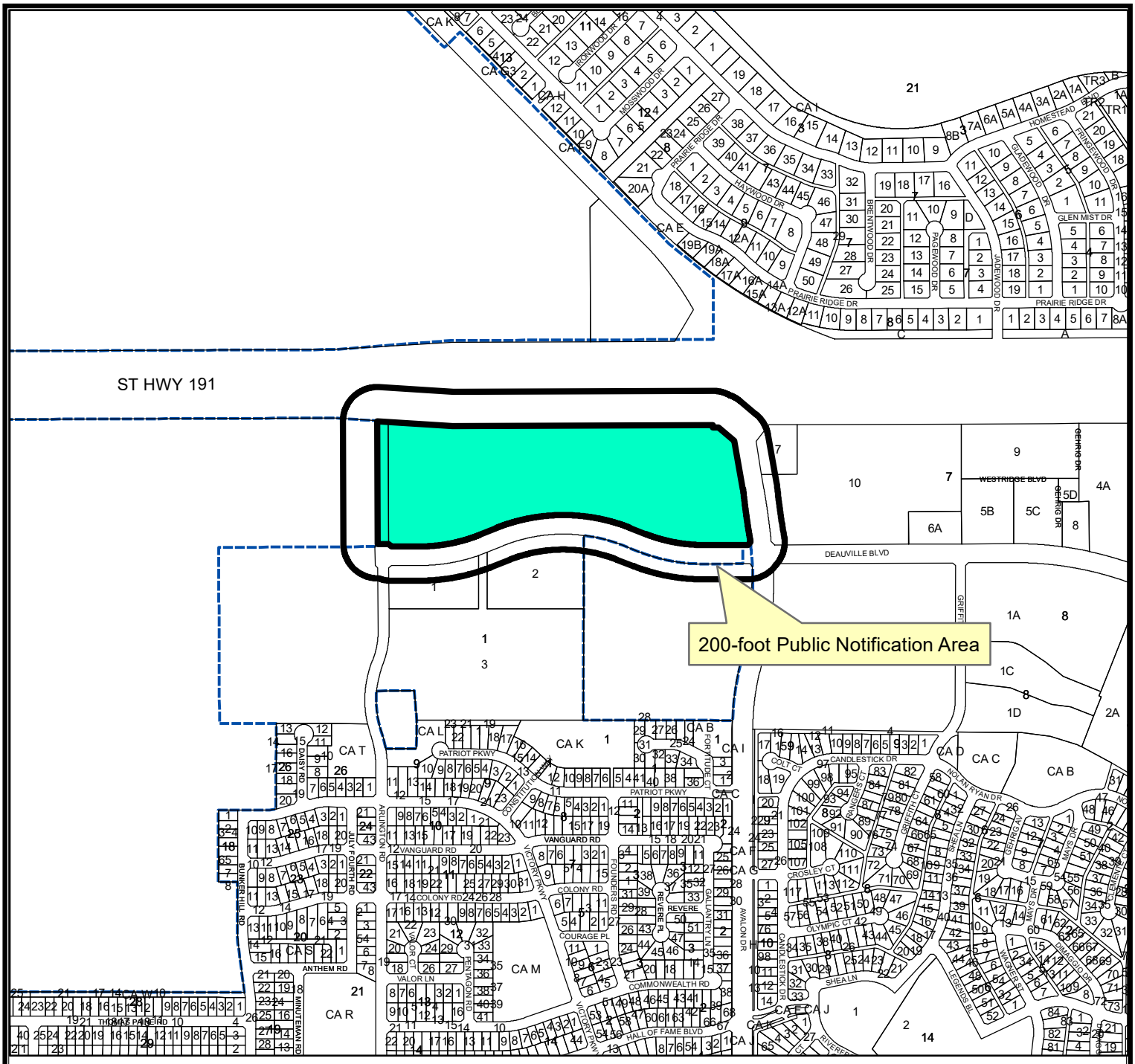
26.17

October 12, 2021

Job #: 17256
Date: 08/20/2021
Drawn by: Author

Scale: 1" = 80' - 0"
File Name: BIM 360://17256 - BMW Permian Basin/17256_SM_SITE_A21.rvt
Not for regulatory approval, permitting, or construction

gff ARCHITECTS
Dallas | Fort Worth | Austin



LOCATION MAP

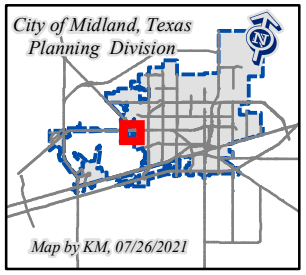
Z-21-0252 **Scale: 1" = 800'**

Consider a request for the initial zoning of a 30.80-acre tract of land out of Section 37 and 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

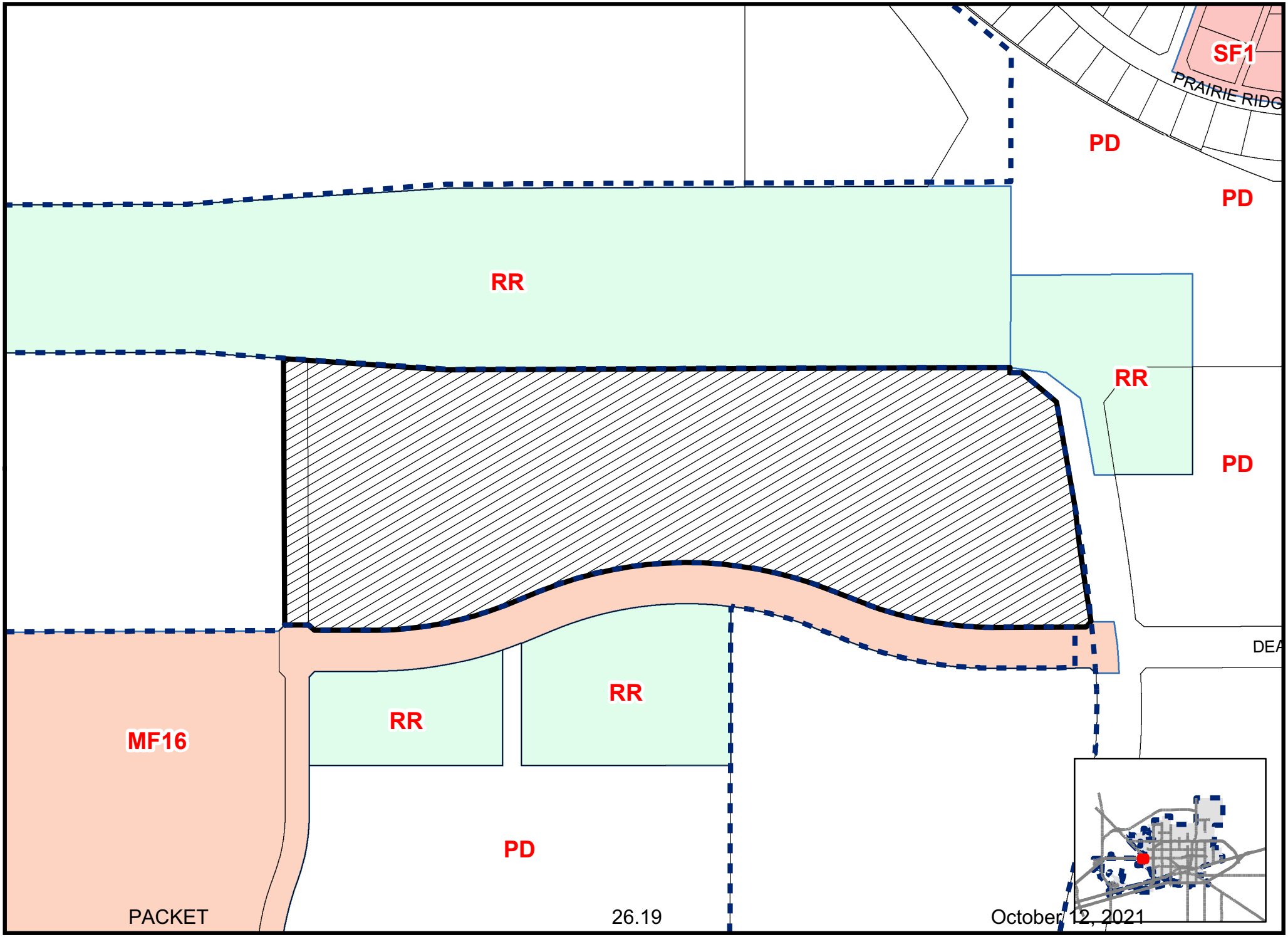
Generally located on the southwest corner of the intersection of State Highway 191 and Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND ITS INTERIOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 09/15/2021

Z-21-0252

Scale: 1" = 200'

ZONING MAP

© **THE CITY OF MIDLAND - 2020:** 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.




STOP




SPEED
LIMIT
40
BIKE LANE

City Council Meeting

Item Number: 27

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 5, HOMESTEAD 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 WEST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 142 FEET SOUTH OF MISSISSIPPI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Chavez**,** is requesting a zone change from MF-22, Multiple-Family Dwelling District to SF-3 Single-Family Dwelling District at 807 North Terrell Street, to construct a single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, east, and south are also zoned MF-22, Multiple-Family Dwelling District and the location of vacant land and single-family residences. The property to the west is zoned C, Commercial District, and the location of a single-family residence.

Analysis:

The applicant is requesting this zone change for the purposes of constructing a single family home. The property meets the minimum lot size requirements for the SF-3, Single-Family Dwelling District.

Per the previous zoning code, the current zoning district would have allowed for the construction of single-family homes. Under the new zoning ordinance adopted in 2019, the construction of single-family homes was restricted to single-family dwelling districts.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No 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.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is compliant with the Tall City Tomorrow Comprehensive Plan, Chapter 3 an Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Medium, a classification that calls for a mix of residential and non-residential uses. This property also supports the existing neighborhood characteristics and uses of the area.

This request was approved at the September 20, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple-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 30, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 5, HOMESTEAD 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 WEST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 142 FEET SOUTH OF MISSISSIPPI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 5, Homestead 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0261

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre_chavez@ymail.com	
Address 1206 E Pennsylvania	City Midland	State TX	Zip 79701

Property Owner Printed Name: (same as above)		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 807 N Terrell

Legal Description
Lot: 3 Block: 5 Subdivision: Homestead

Current Zoning: MF-22	**Proposed Zone:** SF-3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: New Build

Present Use of Property: MF-22 Vacant

Proposed Use of Property: New Home

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: N/A

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)

RECEIVED
AUG 20 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Enrique Jurado	Date: 8-20-21
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization ☐ Dimensioned Site Plan

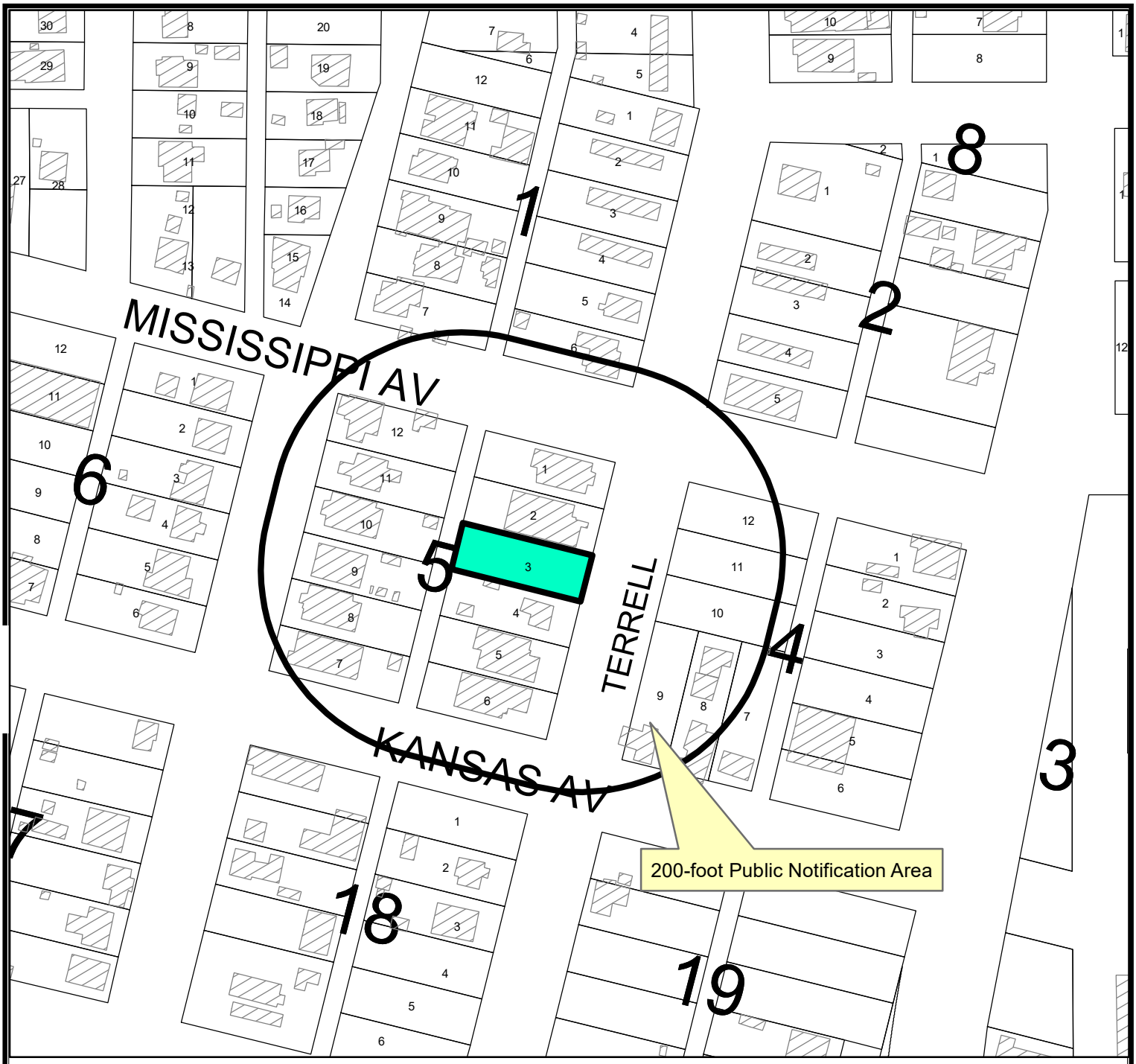
☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check #_____

Received By: _____ Date:

RECEIVED
AUG 20 2021
BY:.....

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

Z-21-0261 **Scale: 1" = 200'**

Consider a request by Jose Chavez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, Homestead Addition, City and County of Midland, Texas.
Generally located on the west side of N. Terrell Street, approximately 142-feet south of Mississippi Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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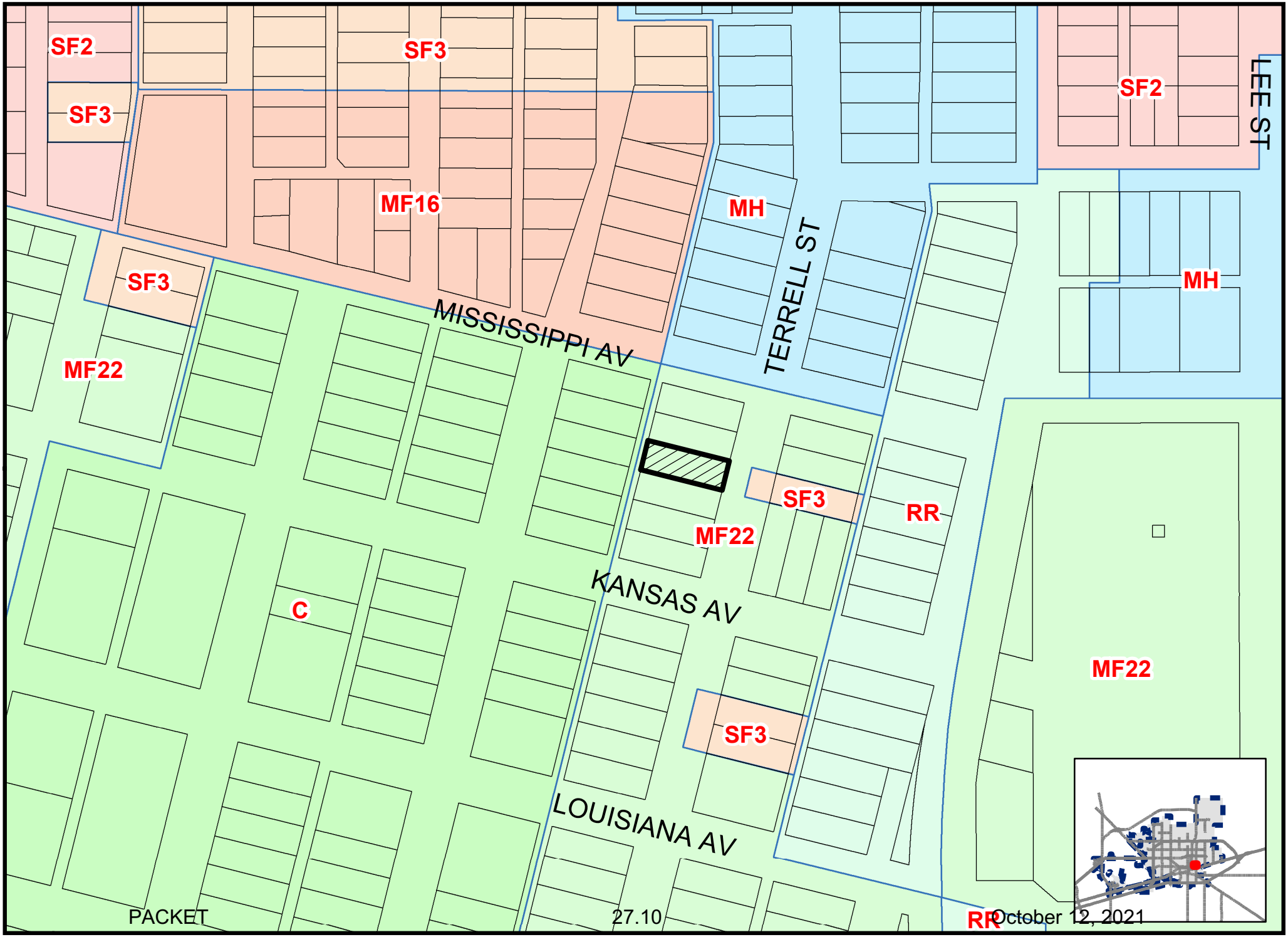
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ANY PRIOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 08/26/2021

Z-21-0261

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 28

Meeting Date: October 12, 2021

To: City Council / City Manager

From: Cole Furqueron, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.83-ACRE TRACT OF LAND OUT OF SECTION 26, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH EDWARDS STREET AND MISSISSIPPI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Luis Zuniga, is requesting to rezone the properties located at 307 Mississippi Avenue to allow for the construction of a new residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Current Zoning:

MF-16 Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, west, and south are zoned SF-3, Single-Family Dwelling District, and the locations of residential homes and vacant lots. The properties to the east are zoned MF-16, Multiple-Family Dwelling District and are the locations of residential homes and vacant lots.

Discussion:

The applicant, Jose Luis Zuniga, is requesting to rezone the property from MF-16 Multiple-Family, Single-Family Dwelling District, to allow for the construction of four (4) residential homes. The property is currently in the process of replat to meet 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 the construction of single-family homes. Under the new Zoning Code adopted in 2019, residential uses became more specific to single-family zoning districts.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No 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.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objection to zone change.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for urban-medium. This designation serves to connect commercial, office, and mixed-use areas with residential uses. Therefore, the construction of single-family housing at this location is in conformance with the recommendations of the Tall City Tomorrow plan as it provides for the integration of uses. It would also support the existing neighborhood characteristics and uses of the area.

This request was recommended for approval at the September 20, 2021, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-16, Multiple-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 objections as of September 30, 2021.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.83-ACRE TRACT OF LAND OUT OF SECTION 26, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH EDWARDS STREET AND MISSISSIPPI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.83-acre tract of land out of Section 26, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), to 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-16, 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
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

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.83 ACRE TRACT OF LAND, OUT OF SECTION 26, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.83 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT, FROM WHICH THE SE CORNER OF LOT 21, W.W. HARRIS ADDITION, VOLUME 108, PAGE 77 BEARS NORTH 12° 05'14" WEST 20.52 FEET;

THENCE SOUTH 15° 26'00" EAST 250.85 FEET TO A 1/2" REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 88° 02'26" WEST 173.82 FEET TO A 1/2" REINF BAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 7° 19'35" WEST 215.30 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE NORTH 75° 43'24" EAST 138.70 FEET TO THE PLACE OF BEGINNING.



RJ DAUM

TEXAS RPLS 4826

JOB NUMBER 77200

09/09/2021

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0260

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Jose Luis Zuniga		Phone (432) 553-6392 Email luispc40@hotmail.com	
Address 1605 E Scharbauer Dr.	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Eduardo L. Aleman		Phone (432) 684-5548 Email ealeman@schumannonline.net	
Address 800 N. Marienfeld, Suite 100.	City Midland	State TX	Zip 79701

Street Address: 307 Mississippi Av.

Legal Description Legal: Acres: 0.829, 0.829 OUT OF E/2 OF NW/4 OF SE/4 OF SEC: 26, BLK: 39-T1S
Lot: Block: Subdivision:

Current Zoning: MF16	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: In the process of platting into 50 wide lots.

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): X	Date: 8-19-21
Property Owner (printed) : Jose Luis Zuniga	

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 Eduardo who, being by me duly sworn, upon oath says: That (s)he is the owner of Jose Luis Zuniga or 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.

Eduardo L. Alonzo
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of August, 2021, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

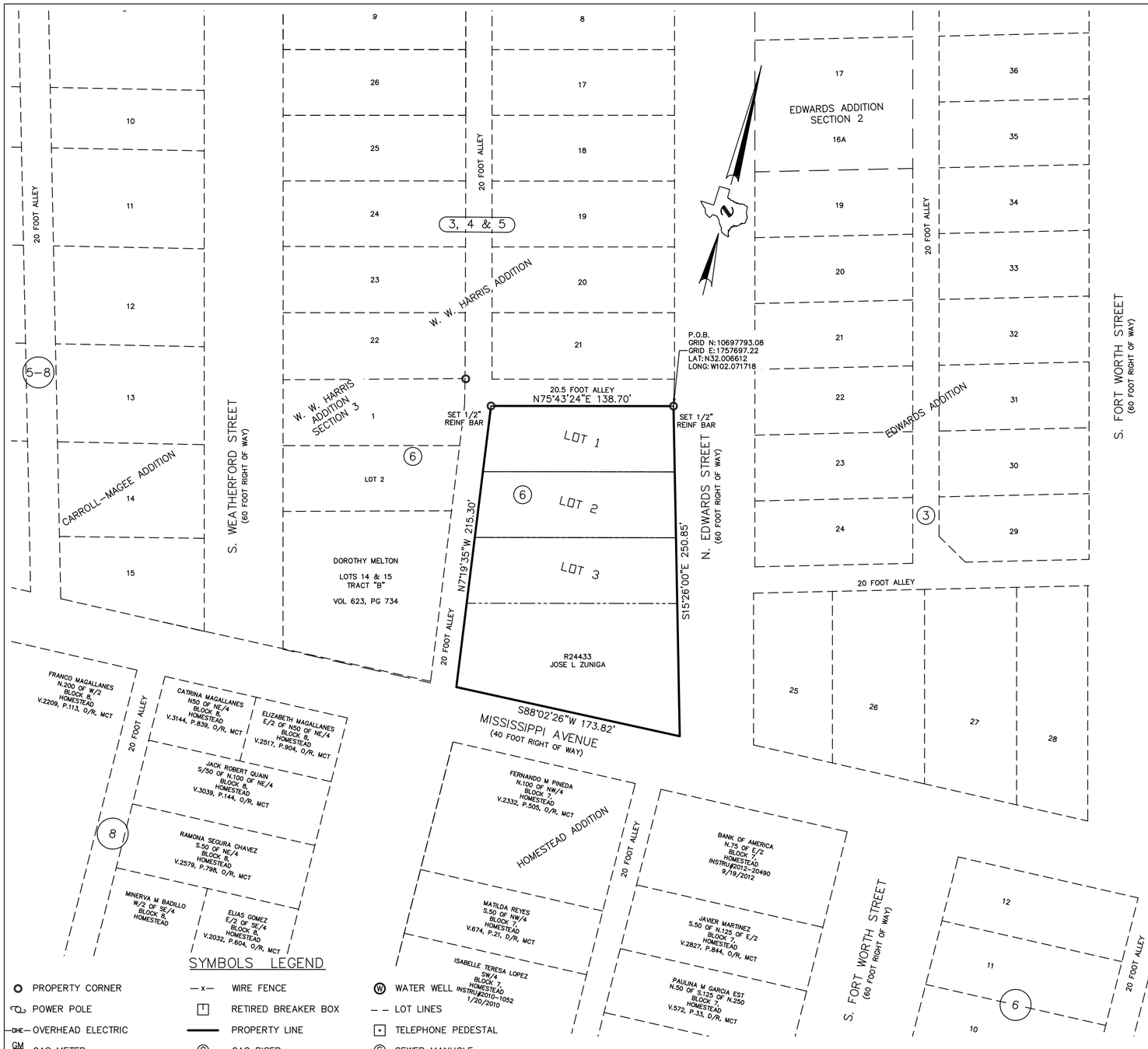
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1680	
Received By:	Date: RECEIVED AUG 19 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



SYMBOLS LEGEND

PROPERTY CORNER	WIRE FENCE	WATER WELL
POWER POLE	RETIRED BREAKER BOX	LOT LINES
OVERHEAD ELECTRIC	PROPERTY LINE	TELEPHONE PEDESTAL
GAS METER	GAS RISER	SEWER MANHOLE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____
ONCOR ELECTRIC DELIVERY COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
SUDDENLINK COMMUNICATIONS

SIGNED: _____
GRANDE COMMUNICATIONS

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF W.W. HARRIS ADDITION, SECTION 5. WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2020.

SIGNED: _____
CHAIRMAN REGGIE LAWRENCE

ATTEST: _____
SECRETARY CRISTINA ODENBORG BURNS

GRAPHIC SCALE
0 60' 120'
(IN FEET)
1 inch = 60 ft.

NO.	DATE	DESCRIPTION	BY

DRAWN BY: KDS DATE: 11/30/2020
CHECKED BY: RJD DRAWING NO.: 77200
JOB NO.: 77,200 SHEET 1 OF 1

THAT I, RJ DAUM. A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

_____
RJ DAUM
TEXAS RPLS 4826

PRELIMINARY PLAT

W.W. HARRIS ADDITION, SECTION 5

BEING A PLAT OF A 0.83 ACRES OF LAND LOCATED IN THE WAST HALF OF THE NORTHWEST QUARTER IN THE SOUTHEAST QUARTER OF SECTION 26, BLOCK 39, T-1-S, T&P R.R. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

STATE OF TEXAS

COUNTY OF MIDLAND

WHEREAS, I AM THE RECORD OWNER OF A 0.510 ACRES OUT OF THE EAST HALF OF THE NORTHWEST/4 OF THE SOUTHEAST/4 OF SECTION 26, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS W.W. HARRIS ADDITION, SECTION 5, AN ADDITION TO THE CITY OF MIDLAND, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS _____ DAY OF _____, 20_____ .

_____
JOSE LUIS ZUNIGA

STATE OF TEXAS:
COUNTY OF MIDLAND:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____ DAY OF _____, 20_____, JOSE LUIS ZUNIGA.

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

OWNER:

JOSE LUIS ZUNIGA
1605 E. SCHARBAUER
MIDLAND TX 79705
(432) 553-6392
luispc40@hotmail.com

NOTES:

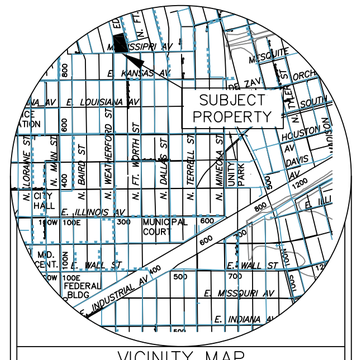
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

4. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) THE 0.83 ACRE TRACT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN 3 TRACTS OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.



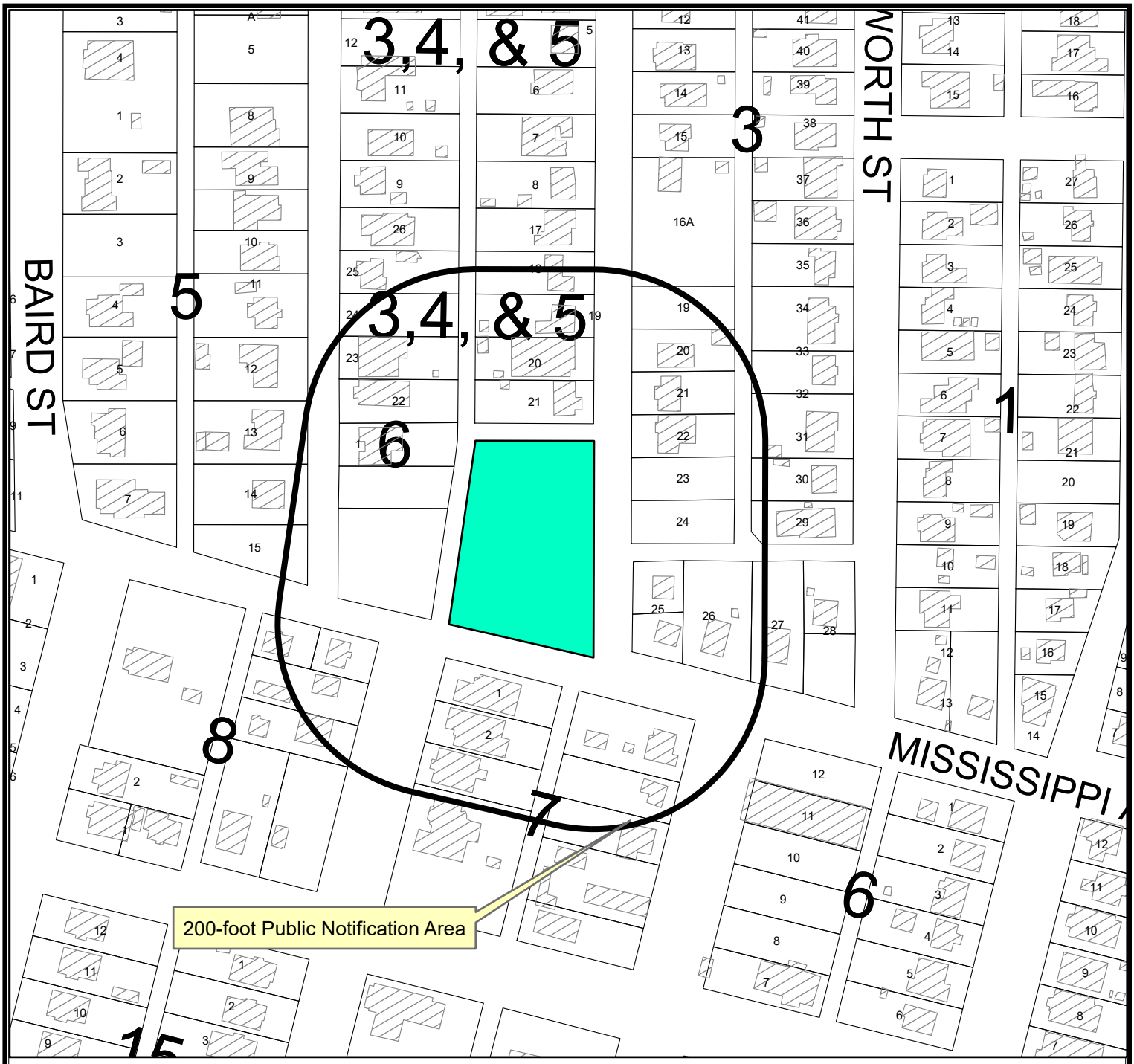
VICINITY MAP
NOT TO SCALE

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO._____CABINET ____
DATE_____PAGE_____

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100 MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

W. W. HARRIS, SECTION 5

W. W. HARRIS, SECTION 5



LOCATION MAP

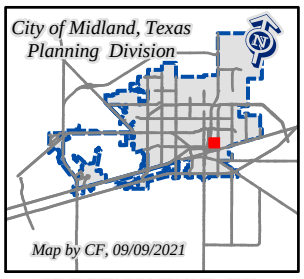
Z-21-0260 **Scale: 1" = 200'**

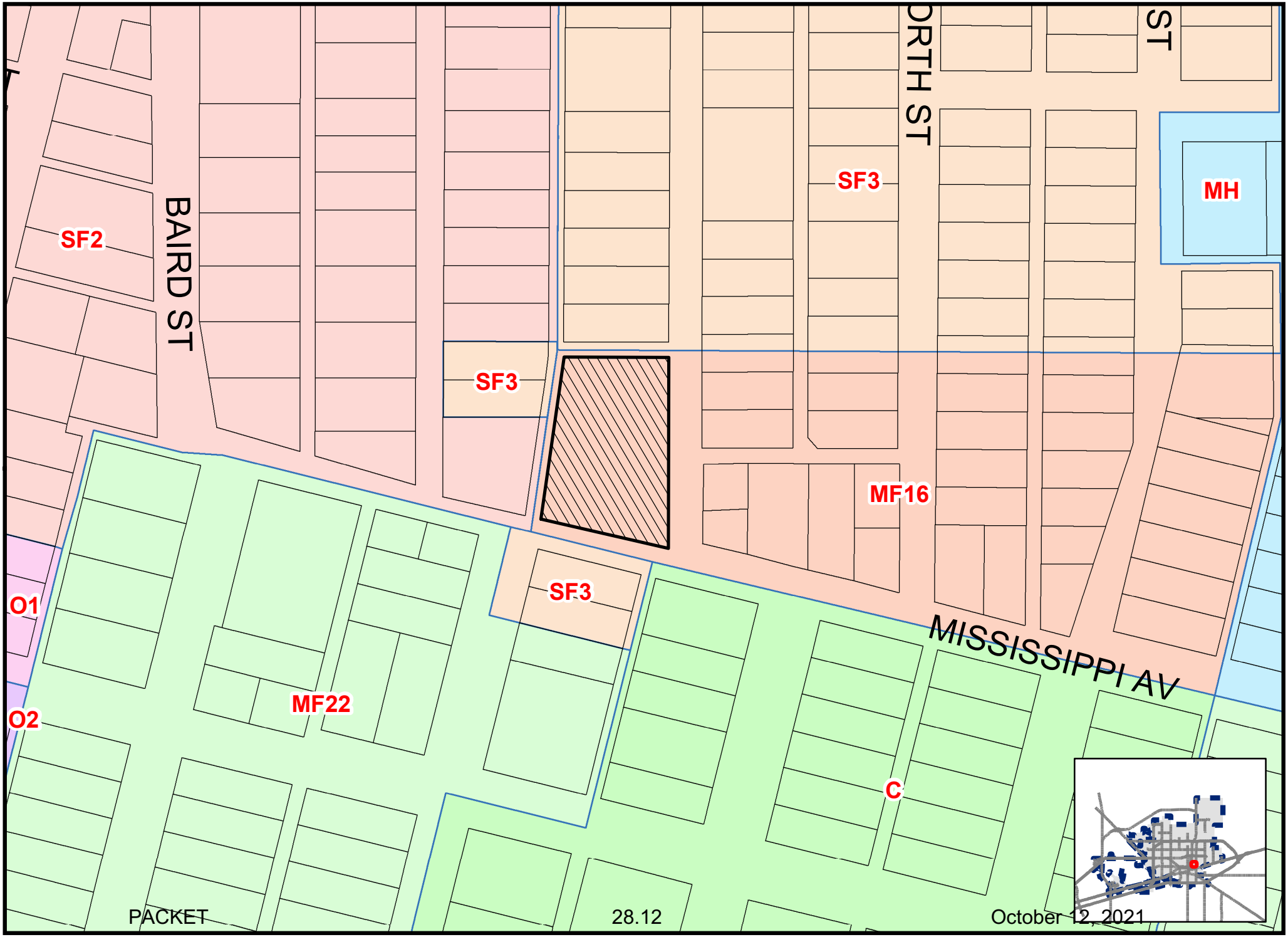
Consider a request by Jose Luis Zuniga for a zone change from MF-16, Multiple Family Dwelling District to SF-3, Single Family Dwelling District on a 0.829-acre tract of land located in the east half of the northwest quarter in the southeast quarter of Section 26, Block 39, T-1-S, T&P R.R. Co. Survey, City and County of Midland, Texas

Generally located on the northwest corner of the intersection of N. Edwards Street and Mississippi Avenue - (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By CF, 9/1/2021

Z-21-0260

Scale: 1" = 100'

ZONING MAP

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BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
October 12, 2021

AIRPORT PLANNING AND DEVELOPMENT BOARD
(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Armand "Chip" Smith	09/18	Sept 30 2021	Sept 30 2024
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
Butch Morgan	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Joshua Lorenz	09/20	Sept 30 2023	Sept 30 2026

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.

ANIMAL SERVICES ADVISORY COMMISSION
(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert "Robin" Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)
Spencer Robnett (Council Liaison)

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

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
Ron Ainsworth (Plumbing & Mechanical Contractor)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
David Hickman (Fire Protection)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Spencer Robnett (Council Liaison)			

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.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Courtney 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)

4 2020, 3 -2021

	Appt Date	Term Expires	Eligibility Expires
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)			

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Brad Bullock	04/21	Jan 14 2024	Jan 14 2027

Amy Turner (Liaison)
Lori Blong (Council Liaison)

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
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 2022	Sep 30 2025

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
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)

	Appt Date	Term Expires
Sylvestor Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Latoya Mayberry	06/21	Oct 2023

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	Appt. Date
Vacancy	
W. L. “Scooter” Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
E. J. Baldridge	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
Elizabeth Haigler	04/21	Sept 30 2023	Sept 30 2027

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

	Appt Date	Term Expires	Eligibility Expires
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2026

Ron Jenkins (Liaison)

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
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

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Ryan Peckham (City)	08/20	June 2022
Derek Cook (City)	06/21	June 2023

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. "Andy" Shaffer	09/05
Patrick Payton	01/20
Mark Widman (Liaison)	

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Karmen Bryant	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)			

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldridge	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**	

* **Indicates appointment to an unexpired term.**

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 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Nick Hood	Sept 30 2021	63%	5	8	No	
Armand "Chip" Smith	Sept 30 2021	50%	4	8	Yes	
Scooter Brown	Sept 30 2022	100%	8	8		
Wes Reeves	Sept 30 2023	88%	7	8		
Justin Kuethe	Sept 30 2022	63%	5	8		
Nick McClure	Sept 30 2022	88%	7	8		
Gena Linegarger	Sept 30 2023	75%	6	8		
Butch Morgan	Sept 30 2023	88%	7	8		
Benjamin Fietz	Sept 30 2023	75%	6	8		
Joshua Lorenz	Sept 30 2023	50%	4	8		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Robert Gary Gray (D1)						
Ken Sapien (D1)						
Clayton Black (D3)						
Beverly Dillow (D4)	P&Z					
Reggie Lawrence (D1)	CDHMAB, MDC, PBA					
Winston Kelly (D3)						
Dave Joyner (D3)						
Wesley Webb (D4)						

David Goll (D1)
Laura Retzer (D3)
Aaron Kinsey (D4)
Garrett Donnelly (D3)
Robert Richards (County)
Rolando Diaz Jr. (D4)

ANIMAL SERVICES ADVISORY COMMISSION

(Decision Making; Membership - 6: Terms - 4 Years Expiring 4 odd and 2 even)

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Leah Lewis	Sept 30 2021	100%	7	7	Yes	Still Interested in Serving
Robert "Robin" Donnelly	Sept 30 2021	43%	3	7	No	
Dr. Laura (Erickson) Lee (Vet)	Sept 30 2022	71%	5	7		
Alyson Dial	Sept 30 2022	86%	6	7		
Dr. J. Annette Jensen (Vet)	Sept 30 2024	71%	5	7		
Tasha Sport	Sept 30 2024	100%	7	7		
Sharla Hotchkiss	Sept 30 2024	100%	7	7		

APPLICANTS NAME	Additional Boards Applying to	NOTES
Sierra Strickland (D1)		
Vanessa Medina (D3)		
Amy Barnhill (D1)	MHAC, P&Z, MDC	
Caitlin Egan (D3)		
Kenneth Woods (D4)	P&R	
Monica Perales (D3)		

MIDLAND HOUSING AUTHORITY COMMISSION
(Advisory; Membership - 5: Terms - 2 Years Expiring 2-3)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Sylvester Cantu	Oct 30 2021	100%	4	4		Still Intrested in Serving
Cheryl Wadley (Res. Comm.)	Oct 30 2021	100%	4	4		Still Intrested in Serving
Wes Gotcher	Oct 30 2022	25%	1	4		
Robert Lehrer	Oct 30 2022	100%	4	4		
Latoya Mayberry	Oct 30 2023	0%	0	4		Appointed June 2021

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Ryan Rampton (D3)	P & R	
Amy Barnhill (D1)	ASAC, P&Z, MDC	
Adrian Urquidi (D1)	P&R	
Brandon Bradley (D2)		
Sheena Green (D3)		
Marjorie McQuerry (D1)		
Matthew Galindo (D2)	P&R	

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
Bill Lanier (Real Estate)	Sept 30 2021	78%	7	9	Yes	Not intrested in serving again
Scott Bowden (Real Estate)	Sept 30 2022	67%	6	9		
Ross Klabon (Petro. Eng.)	Sept 30 2022	78%	7	9		
Court Adkins (Petro. Eng.)	Sept 30 2023	67%	6	9		
Rhett Bullock (Petr En)	Sept 30 2024	0%	0	9		Appointed 9/14/2021
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Layton Hargesheimer (D3)						
Juan Correa (D3)						
Jacob Holloman (D3)	P & R					
Cameron Willmann (D3)						

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Derek Whiting	Sept 30 2021	100%	1	1		Re-Appointed 9/14/2021
E.J. Baldridge	Sept 30 2021	100%	1	1		Re-Appointed 9/14/2021
Reed Claybrook	Sept 30 2022	100%	1	1		
Robert Gray	Sept 30 2024	0%	0	1		Appointed January 2021
James Gerety	Sept 30 2024	0%	0	1		Appointed April 2021
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021		0	1		
VACANCY	Sept 30 2020					
VACANCY	Sept 30 2020					
VACANCY	Sept 30 2020					
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Anson Moreno (D1)	PBA					
Melissa Mosier (D2)	MDC					
James Murphy (D1)						

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/4/2021

Name: Robert Gary Gray

Phone: 4323527552 **(Home)**

Address: 4309 Greenville Dr.

4322215103 **(Business)**

Midland TX 79707

(City) (State) (Zip)

Email: garygray@me.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

(I did graduate from Leadership Midland in the 1990s)

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 25 **years.**

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 familes. 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 tennants 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:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/3/2021

Name: Ken Sapien

Phone: 432-934-4084 **(Home)**

Address: 5010 Whitman Dr.

432-561-5780 **(Business)**

Midland Texas 79705

(City) (State) (Zip)

Email: KenSapien@BeyondET.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 20 **years.**

Occupation: Executive -VP and Principal (engineering)

Professional and/or Community Activities:

Involved in Rotary, Assoiated General Contractors, American Society of Professional Engineers, Permian Basin Petroleum Associatic

Permiasn Basin Pipeliners Association. Have coached youth sports and developed a small company to mentor athletes throught the

recruiting process.

What is your personal vision for the City?

My vision would be for Midland to propser organically, with Safe communities, recreational offerings, a thriving economy and life long

learning oppurtunities that creat a synergy where all Midlanders can live healthy lives and continuously reinvent and prosper.

Please specify any time constraints you may have.

As an owner, I have the ability to make my own schedule, if im proactive about upcoming endeavors.

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:

Any Available

Please tell us why you are interested in serving on this board or commission.

I would like to give back to this community as much as it has given to me. I believe I have good judgement and the

necessary skills to become an important assest to the board and serving its mission.

What contribution would you most like to make?

any contribution that would help the board or the commission to meet it's vision and goals

Additional pertinent information or references:

Served on the BOD for RRC Power and Energy (Bill Bong 512.538.8882), Beyond Engineering(Winter Yao 512.767.2809)

RRC Surveying (Gary Box 575.602.2424) and Calibration Solutions(Reggie Regimand 512.218.5988)

other refrences Andrew Mellen 432.262.0999, Dianne Anderson 432.684.4560

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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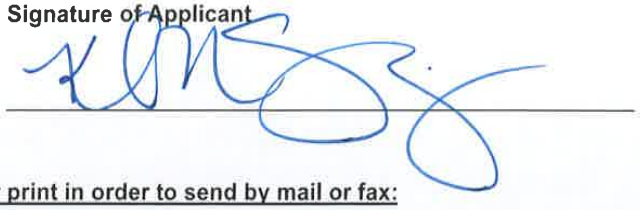
Signature of Applicant



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

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 01/21/21

Name: Clayton Black

Phone: (432) 528-0461 (Home)

Address: #9 Lafayette Place

Same (Business)

Midland TX 79705

Email: claytonpblack@hotmail.com

(City) (State) (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 30± years. (Midland & Martin Cos combined)

Are you a graduate of Midland 101? ☐ yes ☑ no

Occupation: Self Employed (oil/gas)

Professional and/or Community Activities: Gubanatorial Appointee: Currently serve on Tex. Appr. Lic. & Cert. Board, Graduate of Leadership Midland (2009), Have & still serve(d) on 7 Comittees at Midland C.C., Republican Co. Chairman (Martin Co.) Delegate to State Republican Convention, Served on City of Lubbock's Structural Standards Commission *(Please see attached resume for full list)

What is your personal vision for the City?

To see Midland, TX continue to grow and develop both on an economic & state level through increased oil/gas exploration & to try and diversify in to other areas.

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 & Development Board

Please tell us why you are interested in serving on this board or commission.

I Consider this board to be a very key/instrumental entity for Midland & I believe that I am qualified to serve in this capacity. I also currently own (2) Cessna Citation's that are housed at MAF and consider myself an aircraft enthusiast, & I understand how important our airports are to our city & would like to serve.

What contribution would you most like to make?

Once again, I would like to see Midland grow & develop in as many ways as possible and receive the recognition that we deserve and I believe that our airports are very important to our economic success. I would like to use my age, wisdom, education, & experience in any way possible to help contribute to this board!

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Clayton Black

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

CLAYTON P. BLACK

9 Lafayette Place, Midland, TX. 79705
claytonpblack@hotmail.com
www.lazylevenranch.com
(432) 458-3291 - business; (432) 528-0461 - cell

OBJECTIVE:
I am an experienced and self-motivated professional with polished managerial, engineering, and sales skills seeking to advance my career and contribute to the community in which I live.

EMPLOYMENT:

Lazy Leven Ranch, LLC. Stanton, TX.
President/Owner. Responsible for operating all aspects of family owned business including buying/selling of cattle, oil/gas leases and contracts, pipeline easements/right of way agreements, water sales, wind turbine leases and contracts. Recently completed course at Texas Tech University on Wind Power Systems, Technology and Economics. 06/2006-present.

Anchor Retaining Wall Systems, Denver, CO.
Regional Engineer/Regional Account Manager. Responsible for **managing** and **consulting** with licensee's in 18 states across the U.S. Primary focus is on Engineered Segmental Retaining Walls and its continued growth within these markets. Act as a consultant to specifying engineers and help design using mechanically stabilized earth technologies via the use of Anchor Block and give presentations as needed. Work with the sales team regularly and meet with the General Manager of each location on a quarterly basis to discuss sales objectives and how these goals can be met. 03/2005-06/2006

Contech Construction Products, Denver, CO & Lubbock, TX
Sales Engineer. Responsible for **sales** and **promotion** of over 100 products including storm sewer systems, underground storage detention systems, erosion control products and bridge structures with emphasis on corrugated metal and pvc pipes. Maintain job-site service to civil engineering and construction sites in Colorado and Texas. Assist specifying engineers with product design. Initiate all contractual agreements. 11/1997-03/2005

Texas Tech University, Lubbock, TX.
Research Assistant, Plant and Soil Science. Research team headed by Dr. Richard Zartman. Studies include carbon-based polymers as soil anti-crusting agents for crop seedling emergence, and application of biosolids to a semi-arid region in Sierra Blanca, Texas, as an alternative to land filling. 05/1997-11/1997

Trace Analysis Environmental Lab, Lubbock, TX.
Chemist. Performed numerous jobs including prep & analysis of various samples primarily for trace metals. Experienced in metals, wet chemical, and T.P.H. environmental labs instruments. 08/1995-05/1997

Environmental Hazard Consultants Inc., Lubbock, TX.
General Supervisor of Field Scouts & Fertilizer Sales. Recommended application of fertilizer use on cotton plants to stimulate growth and produce higher yields. Conducted general entomology tasks. 04/1995-08/1995

Smith Barney Shearson, Midland, TX.
Financial Advisor. 1992-1994

Du Pont/Stanton Chemical Co., Stanton, TX.
Sales Representative. Recommended application of Du Pont chemicals to producers. 1990

Texas Pest Management Association, Stanton, TX.
Head Field Scout. Recorded and analyzed data for referral to chemical companies. 1987-1989 (summers)

EDUCATION:

***Master of Science, Environmental Technology Management**, Department of Civil Engineering.*
Minors in Range and Wildlife Management and Geography.
Texas Tech University, Lubbock, TX. 1997 ***GPA: 3.4***

***Bachelor of Science, Management**, Department of Human Sciences.*
Texas Tech University, Lubbock, TX. 1992

Graduate Course Work

- **Thesis:** Research studies using cross-linked polymers for water retention in crop soil environments.
- Advanced Work in Specific Fields (Civil Engineering)
- Principles of Environmental Technology Management (Environmental Engineering)
- Environmental Impact Analysis (Civil Engineering)
- Economics of Manufacturing Systems (Industrial Engineering)
- Risk Management and Public Policy (Civil Engineering)
- Advanced Environmental Soil Science (Plant and Soil Science)
- Environmental Systems Models and Information Reporting (Environmental Engineering)
- Water and Wastewater Analysis (Civil Engineering)
- Organization and Management (Business Administration)

ORGANIZATIONS/CIVIC WORK:

Appointed by Gov. Rick Perry to serve on Texas State Board: Texas Appraiser Licensing & Certification Board. 2013-present. Re-Appointed by Governor Abbott in 2017 for another term

Midland Country Club: Golf Committee, Water Committee, Membership Committee, Finance Committee, Long Range Planning Committee, Board nominating/Search Committee, House Committee

NRA, Amer. Angus Assoc, Texas & Southwestern Cattle Raisers Assoc, Ducks Unlimited (lifetime sponsor). 2009-present

Leadership Midland 2008-2009

National Concrete & Masonry Association (NCMA) Certified Instructor. 2005

American Society of Civil Engineers, Denver, CO. & Lubbock, TX. 1998-present.

Texas Society of Professional Engineers, Lubbock, TX. 1998-2001

Republican Party of Texas:
Republican County Chairman, Martin Co. 2017-present; Republican Precinct Chairman for #62 in Lubbock, TX.; Lubbock County Republican Party Officer Exploratory Committee 2000; Officer (Sergeant at Arms) - Lubbock County Republican Convention 2000; Delegate – Texas State Republican Convention 2000

City of Lubbock – Structural Standards Commission 2000-2001

Lubbock Chamber of Commerce:
Legislative Committee & Transportation Committee 1999-2001; Leadership Lubbock 1999-2000

Broadway Festivals, Lubbock, TX. 4th on Broadway Logistics Chairman 1999

First United Methodist Church, Lubbock, TX.
FUMC Leadership Class; Lay Ministry. 1998-2001

Lubbock Lions Club, Lubbock, TX. 1998-2001.

Chamber of Commerce, Midland, TX. 1993

Midland, TX Jaycees:
Labor Day Rest Stop Chairman 1993; Mardi Gras Cook Off Chairman 1994.

Junior Achievement, Midland, TX. 1993-1994

Texas Tech University Student Senator: 1995-1996
Vice-Chairman of Student Services Committee; Student Service Fee Advisory Board

Phi Gamma Delta (Fiji) 1988-present:
Alumni Board of Chapter Advisors, Graduate Relations Chairman 1994, Inter Fraternity Council Representative 1991, Social Chairman and Rush Chairman 1990, Snowy White Owl Award 1990-1992, and 1994-1995, Awards Cup Chairman 1989, Intramural Football and Softball 1988-1992.


Black Ventures, LLC
Clayton Black
Owner


Black Ventures, LLC
#9 Lafayette Place
Midland, TX 79705
432.528.0461
claytonpblack@hotmail.com

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8-30-21

Name: Beverly K. Dillow

Phone: 432-557-5650 **(Home)**

Address: 6312 Haywood Drive

_____ **(Business)**

Midland, TX 79707

Email: beverlydillow@me.com

(City) **(State)** **(Zip)**

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 40plus **years.**

Occupation: Homemaker/Owner,Operator of Comet Cleaners and Laundry

Professional and/or Community Activities:

What is your personal vision for the City?

I want to see Midland clean and safe and I would love to be a part of a group that would encourage those things. Also, would love to see Midland up to date and see steady businesses thrive.

Please specify any time constraints you may have.

The only issue would be when we travel.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning

Please tell us why you are interested in serving on this board or commission.

I would think the Planning and Zoning Commission would be the avenue in helping our city with the ideas of being safe, clean and productive.

What contribution would you most like to make?

My ideas and thoughts on how to make Midland safe, clean and thriving. When we travel, I do see how other cities are kept and I have always hoped to see some of that here in Midland.

Additional pertinent information or references:

We own our business and have several locations and we work hard at making them attractive and I think that is a plus for Midland.

(2) Name of Board/Commission:

Airport

What contribution would you most like to make?

In traveling I've seen how other airports operate and how they look. I would hope that I would have ideas for ours as well.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 9/27/2021

Name: Reggie Lawrence

Phone: 432.770.0881 **(Home)**

Address: 4721 Timber Lane

_____ **(Business)**

Midland TX 79707

Email: Reggie@LawrenceTX.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 18 **years.**

Occupation: Self Employed

Professional and/or Community Activities:

Business owner 2000-Present. City Development Advisory Committee 2010-2014. City of Midland Planning & Zoning Commissioner 2013-Present; Chair 2020-2021. Midcities Community Church member 1987-2013; Stonegate 2013-Present. Permian Basin Petroleum Association 2010-Present.

What is your personal vision for the City?

Over the years, as time seems to move faster, I've realized how slowly things have changed for our city. There are many decisions that need to be methodically made in order for time to move into place and bring to fruition the outcome of decisions. Without explanation, this statement may seem negative, but it is not. I see now, how and why, it is so important to have good leadership.

Please specify any time constraints you may have.

I'm 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 Development Corporation; Airport Planning and Development Board; Personnel Board of Appeals

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

Being in business for most of my life, I have learned to appreciate large budgets and understand how to navigatate through rough financial times while maintaining the financial viability of a business.

What contribution would you most like to make?

A healthy vibrant city.

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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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/15/2021

Name: Winston Kelly

Phone: 432-853-7000 **(Home)**

Address: 2610 Inwood Ct

432-853-7000 **(Business)**

Midland TX 79705

(City) (State) (Zip)

Email: WinstonKelly@gmail.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [✔] **yes** [ ] **no**

I have lived in Midland 30 **years.**

Occupation: Petroleum Engineer & Private Pilot

Professional and/or Community Activities:

2012 Leadership Midland Graduate. Midland Young Life Christian Ministry former campaign leader. West Texas Geological Society member. Society of Petroleum Engineers member. Current Quail Point HOA President (5 yrs). First Presbeterian Church member. Midland High School grad 2003. University of Oklahoma Petroleum Engineering Degree. Instrument Rated Private Pilot, Jet Owner.

What is your personal vision for the City?

To make Midland a first class city that not only thrives as an elite business climate but also in friendly and family oriented values. A city that uses it capabilties wisely & can rise to meet current and future challenges by focusing on public safety, education & health, transportation and infrastructure, and the overall quality of all Midlanders.

Please specify any time constraints you may have.

No time constraints. I am able and willing to meet whenever for any amount of time as necessary.

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.

As an insturment rated private pilot for over 16 years I have a deep passion and interest in aviation.

What contribution would you most like to make?

I would like to be a fresh young mind capable of fairly listening & understanding tasks, then making the correct educated decisions that benefit long term goals. I can do this by applying my skills learned in the oil & gas industry as well as experience in major development projects, I have experience serving on nonprofit & commercial boards and work professionally with others.

Additional pertinent information or references:

Wes Reeves - Fellow Pilot & Aviation colleague

Jeff Salehi - Business Partner

Wes Perry - Family Friend & Character Reference

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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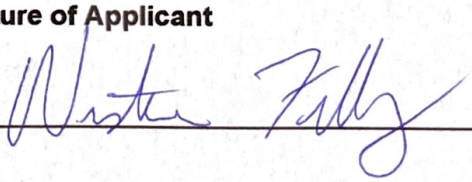
Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/16/2021

Name: Dave Joyner

Phone: (432)638-9230 **(Home)**

Address: 405 W. Broadway St

(432)218-8549 **(Business)**

Midland TX 79701

Email: dave.joyner@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 13.5 **years.**

Occupation: Landman - Oil & Gas Investments

Professional and/or Community Activities:

President of University of Texas Alumni - Midland Chapter, Member- PBLA, First Presbyterian Church - Diaconate Facilitator,

Volunteer Tutor - 1to1 Midland High School tutoring program, Midland Education Foundation - Advisory Council Member, Young Life

Midland - Volunteer Leader, MISD - Key Communicator

What is your personal vision for the City?

Midland is a town with rich history and a bright future. It is a wonderful place to raise my family and I plan to live and work in Midland

for the rest of my career. I hope Midland continues on its path to a modern, diverse community where my children will want to raise

their families as well.

Please specify any time constraints you may have.

I am self-employed and very flexible scheduling-wise.

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 Board

Please tell us why you are interested in serving on this board or commission.

I have been a pilot for the last 3 years and am interested in help guiding the future of Midland's rich general avaition community.

What contribution would you most like to make?

I would like to be a voice for not just general avaition pilots, but for community members as a whole on the airport board.

Additional pertinent information or references:

Ferrell Davis - (432) 559-6873

Wes Perry - (432) 413-9000

(2) Name of Board/Commission:

N/A

What contribution would you most like to make?

Additional pertinent information or references:

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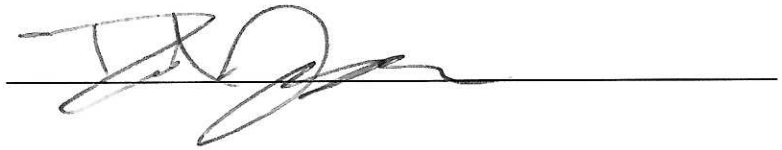
Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/20/2021

Name: Welsey Webb

Phone: 432-889-3472 **(Home)**

Address: 5913 Mile High Ln. 432-247-5654 **(Business)**

Midland TX 79706

(City) (State) (Zip)

Email: wes@macstexasbbq.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Please tell us about yourself:

I have lived in Midland 30 **years.**

Occupation: Owner/Managing Partner of Mac's BBQ & Catering

Professional and/or Community Activities:

Honored to own and operate a successful business in Midland called Mac's BBQ & Catering. We have been blessed to cater and dontate food to almost every local charity and non profit in West Texas, as well as local law enforcement and first responders. I'm an Eagle Scout from local troop 232 in Midland and currently enrolled in Leadership Midland through the Chamber of Commerce

What is your personal vision for the City?

My vision is to personally help Midland grow and still maintain the close knit feel of the community, I remember growing up in. I would like to see unity in the community and see people working together for the better good of our great city. Midland is constantly growing and it's important that we all work together to help everyone achieve their goals.

Please specify any time constraints you may have.

Nothing, unless George Bush, George Strait or Nolan Ryan request a catering from Mac's.

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'm currently working on my private pilot certificate at Midland Airpark. Both my parents had their private pilot certificates when I was younger and I would like to see my daughter be able to get her private pilot certificate one day from Midland Airpark. Air travel is very

important to Midland and the money it brings to the city from Midland Airpark to Midland International is important for our community.

What contribution would you most like to make?

I would like to know that my daughter would one day fly as a private pilot out of Midland and know that I had a role in help making positive and impactful decisions for generations to come, for not only pilots in Midland/Odessa, but passengers as well.

Additional pertinent information or references:

Lissa Wagner - Said she would write a letter if needed

Nick McClure

Jared Blong

(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:

Date: 09/20/2021

Name: David Goll

Phone: 4327708101 **(Home)**

Address: 4006 Westminister Dr _____ **(Business)**

MIDLAND TX 79707

(City) (State) (Zip)

Email: DAVEGOLL@YAHOO.COM

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 17 **years.**

Occupation: Corporate Pilot & Pilot Examiner

Professional and/or Community Activities:

The great Midland College is what brought me to Midland almost 18 years ago. I worked 8 years as a Flight Instructor when MC had the flight school at Airpark. Recently, I've managed and flown a small jet for private individuals in Midland for 10 years. I also serve the public by being an FAA designated Pilot Examiner. The local flying community can come to me for pilot testing services.

What is your personal vision for the City?

I believe the future will have much more small commuter and charter type flights. Planes with 6 seats or less. I also envision some unmanned aerial vehicles(drones) hauling cargo and things. I think Amazon and others will be doing this. I would be able to provide the council with professional advice on what I believe is best for Midlanders and the airport system.

Please specify any time constraints you may have.

I should have very few constraints as my company usually flys Thursday - Mondays.

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 believe I could serve my community by helping to advise the City Council on what is going to be good and bad for both Midland International Airport and Midland Airpark. I have good knowledge of FAA regulations that would help the city on airport matters.

What contribution would you most like to make?

I can contribute my professional opinion on what I think is best for the airports. I also know most of the inspectors at our local FAA office in Lubbock and I am in good relation with them.

Additional pertinent information or references:

I know previous board members Bill Dingus and Robin Donnelly

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/20/2021

Name: Laura Retzer

Phone: 4323126762 **(Home)**

Address: 3217 Durant Drive

4326847755 **(Business)**

Midland TX 79705

Email: retzerml@sbcglobal.net

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 10 **years.**

Occupation: Business Manager

Professional and/or Community Activities:

I am the Business Manager for COM Aquatics, Inc. since 2013 and oversee all aspects of operations at COM Aquatics.

I volunteer with Breaking Bread Ministries, Keep Midland Beautiful, High Sky Children's Ranch, and for MISD PTA organizations.

I am a native West Texan, born in Odessa Texas, and have been back in Midland since 2011.

What is your personal vision for the City?

Midland is a vibrant and growing place. I hope that the city continues to develop quality programs for our residents, top notch schooling for our children, and employment opportunities for families who want to plant roots in Midland.

Please specify any time constraints you may have.

I work full time, and am active with my daughter's school and extracurricular activities. However, with notice, I am able to effectively manage my schedule.

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'd like to help with the planning and development of the Midland airport, as this is a key component for the City of Midland. I believe the airport has a lot to contribute to the citizens of Midland, and can offer a great first impression to visitors of Midland.

What contribution would you most like to make?

Assist with the growth and development of the airport and associated properties, and secure the airport's place in the heart of the community by showcasing all it has to offer to citizens of the Permian Basin and visitors to the area.

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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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/18/2021

Name: Aaron Kinsey

Phone: 979.492.0424 **(Home)**

979.492.0424 **(Business)**

Address: 4404 San Pedro Ct

Midland Texas 79707

(City) (State) (Zip)

Email: aaron.kinsey@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

Please tell us about yourself:

I have lived in Midland 3 **years.**

Occupation: CEO of American Patrols (Aerial Patrol Company)

Professional and/or Community Activities:

CEO of American Patrols, the Permian Basin's largest aerial patrol service (flying 100+ flights per week); President of Skywest Airport; Partner in Bear Capital, small business investment firm; former VP of a San Antonio-based commercial real estate company; Former Air Force pilot/officer (9+ years); active member of Redeemer Church of Midland

What is your personal vision for the City?

A place where freedom, families and businesses flourish. Continued development of local resources to improve quality of life while maintaining small town, West Texas hospitality.

Please specify any time constraints you may have.

Full time job that can be flexible for required 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:

Permian Basin Airport Board

Please tell us why you are interested in serving on this board or commission.

I am an active user of the local airports for traveling as a citizen and also a professional user due to my locally-based aviation company.

What contribution would you most like to make?

Ensure that the community's voice portrayed to city leadership. Help bring aviation, commercial real estate, and finance experience

experience to the city's airports.

Additional pertinent information or references:

Pilot certifications: FAA Airline Transport Pilot including 737 type rating, Certified Flight Instructor for Instruments and Multi-Engine

Flight Exp.: >3,000 hrs of flight time including >950 instructor hrs; Business Exp.: executive in aviation and real estate industries

Personal References: Butch Morgan, Nick McClure

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Print Application

AARON G. KINSEY
4404 San Pedro Ct, Midland, TX 79707
979.492.0424 | aaron.kinsey@gmail.com

experience

2018-present **AMERICAN PATROLS, INC.** **MIDLAND, TX**
Chief Executive Officer
American Patrols, Inc. has been providing aerial production patrol service in the West Texas and Southeast New Mexico area since 1987. We are the largest aerial patrol service in the Permian Basin area, for over 70 oil companies. Our efficient and low-cost service alerts operating companies to various types of leaks in the field while the leak is still small, thus minimizing cleanup costs and avoiding issues with environmental agencies.
- Led company through tripling of size in a three-year period
- Responsible for leadership of company, focusing on internal functions including finance, recruiting, training

2018-present **BEAR CAPITAL, LLC** **AUSTIN, TX**
Partner
Privately held investment firm focused on investments in micro-cap operating companies.

2017-2018 **SANTIKOS ENTERPRISES** **SAN ANTONIO, TX**
Vice President of Real Estate
Developed agile, 6-person team responsible for acquisitions, dispositions, leasing, and asset management for $450M portfolio consisting of retail, multi-family, hotel, industrial, and special use properties.
- Created enterprise-wide strategic planning framework and associated performance objectives for operations
- Negotiated corporate debt refinance including term loan and revolver (approx. a sixth of overall capitalization)
- Led leased space increase from 82% to 89% across a five-property, 700,000 sf retail center portfolio
- Underwrote three multi-family joint venture developments, two hotel value-add deals, and one medical office building for diversification of investment portfolio

summer 2016 **METLIFE REAL ESTATE INVESTORS** **MORRISTOWN, NJ**
Graduate Intern, Risk Research and Analytics
Performed research support, ad hoc reporting, and underwriting for a diversified real estate portfolio comprising $49B of commercial mortgages and $17B of equity investments.
- Assisted with underwriting for $23.5M multi-family preferred equity transaction and $20M retail acquisition
- Developed retail benchmarking database to assist underwriters in evaluation of over 250 nationwide retailers

2005-2014 **UNITED STATES AIR FORCE**
Instructor Training Flight Commander **SAN ANTONIO, TX**
Managed training program with 4 syllabi to develop 173 Air Force flight training instructors per year.
- Instructed officers on communication skills to a professional teaching environment in "train the trainer" role

Assistant Director of Squadron Flight Operations **COLUMBUS, MS**
Managed budgeting, resource planning, and daily operations of $61M flying program. Supervised 7 personnel to develop 216 pilots per year in #1 of 21 AF flight training squadrons.
- Supervised daily flights of base's $1.27B fleet; rated in top 3% of 261 junior officers
- Streamlined processes to overcome 50% instructor shortfall, transforming 46-person unit from worst to squadron benchmark within 4 months; graduated 69 students; ranked #1 of 8 Flight Commanders by supervisor

Assistant Flight Commander & Executive Officer **LITTLE ROCK, AR**
Commanded 6-person crew on $35M C-130. Executed 566 combat flights in Afghanistan/Iraq. Promoted to Captain.

education

2015-2017 **HARVARD BUSINESS SCHOOL** **BOSTON, MA**
Master in Business Administration, May 2017. Elected Harvard Business School Student Senator. Veterans Club CFO. Free Enterprise Club Co-President. Republican Club Co-President. Immersion experience in China.

2000-2005 **TEXAS A&M UNIVERSITY** **COLLEGE STATION, TX**
Master of Science degree in Finance. Bachelor of Business Administration degree*, summa cum laude*, in Accounting. Certificate in Leadership Study and Development. Deputy Corps Commander, Texas A&M Corps of Cadets. Mays Business Fellow and Professional Program in Accounting. Gathright Scholar (top academic performer in college).

personal Enjoy swimming, music, and family. MavPac 2000-2010 Winner. Texas A&M Distinguished Young Alumnus. Active in local church. San Antonio Chamber of Commerce Leadership San Antonio - Class 43.

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PLEASE TYPE OR PRINT CLEARLY:

Name: Garrett Donnelly

Address: 10 Amhurst Ct.

Midland TX 79705

(City) (State) (Zip)

Date: 9/20/2021

Phone: 432-559-3684 **(Home)**

432-683-6293 **(Business)**

Email: gdonnelly@eastlandoil.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 35 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Vice President - Oil and Gas Operator

Professional and/or Community Activities:

Commissioner on Texas Historical Commission, Advistory Board for Texas Tech Health Science Center, Board Member for Safe Place

What is your personal vision for the City?

I would like to see a growing city capable of continuing our leadership position in the Energy 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:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

My family has been in aviation for many years and I am interested in learning more about the Airports role in West Texas.

_____

What contribution would you most like to make?

_____

_____

_____

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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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/19/2021

Name: Layton Hargesheimer

Phone: 432-413-7920 **(Home)**

Address: 2802 Lockheed Dr

432-687-3700 **(Business)**

Midland (City) Texas (State) 79701 (Zip)

Email: LaytonH@hannathon.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 24 **years.**

Occupation: Petroleum Engineering

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 comunity 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 experiance and knowledge as an Petroleum Engineer. 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 fromt the University of Oklahoma

Additional pertinent information or references:

Dan Hord III , 432-253-7805 , danhord@hedlocinv.com

Randy Prude , 432-685-1980 , rprude@mcounty.com

Justin Kuethe , 432-238-1456 , justink@hannathon.com

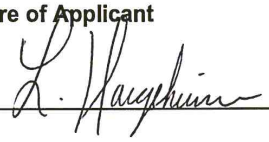
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8/5/2021

Name: JUAN CARLOS CORREA

Phone: 432-853-2701 **(Home)**

Address: 3107 N BIG SPRING ST

432-247-8840 **(Business)**

MIDLAND TEXAS 79705

Email: JCCORREA@ENGVENTIONS.COM

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 7 **years.**

Occupation: CEO | ENGINEERING DIRECTOR

Professional and/or Community Activities:

Member of: ASME (American Society of Mechanical Engineers), SPE (Society of Petroleum Engineers), AOPA (Airtcraft Owners, anc

BAM BIZ HUB (Non Profit Community Program) Board member Oil & Gas Industry

What is your personal vision for the City?

Midland is a great place to live, where plenty of opportunities are just around the corner. We are at the heart of the one most vibrant

Energy foci on the planet, Oil & Gas, Wind Energy, and commerce it is the ideal place to create, and test novel endeavors. Plenty of

cultural values and traditions, besides industrial, and health care facilities, Midland is the perfect place to grow, and develop communi

Please specify any time constraints you may have.

I do not have a any constraints that may interfere with the position at the Advisory Committee

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

Please tell us why you are interested in serving on this board or commission.

In my 35 years in the oil industry, I have gained vast experience in Oil & Gas operations, combined with my ability to develop enginee

What contribution would you most like to make?

Ability to revise, and review working permit applications in the city region of competence

Interact with controllers and regulatory officials, to providing technical expertise

Disposition to mediate and recommend non-bias, and fair positions, in the case of disagreements with involved parts

Additional pertinent information or references:

Former UTPB professor Michael Crain. MCrain@BAMConsulting.com. 432-599-4386

Dr. Jose Delgado. Jodelo314@gmail.com. 432-260-9750

Mrs. Janeth Delgado.JanethDelgado63@yahoo.com. 432-770-3089

(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:

Date: 8/24/2021

Name: Jacob Holloman

Phone: 7138051306 **(Home)**

Address: 1608 N J St

4326834391 **(Business)**

Midland TX 79701

Email: jacob.holloman@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 7 **years.**

Occupation: Consulting Engineer

Professional and/or Community Activities:

Society of Pretorluem Engineers

Professional Engineer

What is your personal vision for the City?

A city that grows to become a place people move to other than got a job here.

There is a lot of potential here, but most people don't realize it.

I want a city that people know what there is to do and become engaged with the city.

Please specify any time constraints you may have.

Most evenings doing work due to me having small children. Otherwise my schedule is 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:

Oil and Gas Commission

Please tell us why you are interested in serving on this board or commission.

OIl and Gas is an area i am very familar with.

What contribution would you most like to make?

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

To help midland become more of a permanent place for people to be and not just a stop in their old and gas careers

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

Jacob Holloman

Digitally signed by Jacob Holloman
DN: cn=Jacob Holloman, o, ou, email=jacob.holloman@gmail.com, c=US
Date: 2021.08.24 10:28:49 -05'00'

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/7/2021

Name: Cameron Willmann

Phone: 432-978-4298 **(Home)**

Address: 1205 W Kansas Ave

432-704-5400 **(Business)**

Midland TX 79701

Email: cameron@hauspg.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 14 **years.**

Occupation: Realtor

Professional and/or Community Activities:

Midland Community Theater volunteer and past production board member, Permian Basin Board of Realtors 2015 President, Leadership Midland speaker for Real Estate day for 2 years, Auction Planning Committee Volunteer for Museam of the Southwest, Texas Realtors Executive Board Appointee, National Association of Realtors Land Use and Environmental Committee Member

What is your personal vision for the City?

Smart Growth and maintenance while maintaning transparency and cooperation

Please specify any time constraints you may have.

My volunteer work with the Texas Association of Realtors and the National Association of Realtors requires time away from Midland for meetings and conferences, but if Zoom or a conference call is available for meetings, I can almost always step away

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 & Gas Advisory Board

Please tell us why you are interested in serving on this board or commission.

I am a partner with a builder and developer and sell almost 200 homes a year. I am intersted in the develoment of our community and the responsible oversight of the affect that Oil and gas may have on the real estate industry.

What contribution would you most like to make?

Thoughtful input on the impact drilling in the city has on neighborhoods and the people that live in them.

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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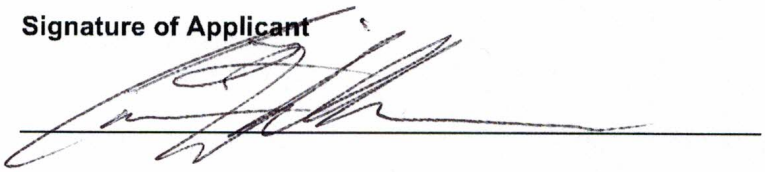
Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/13/2021

Name: Sierra Strickland

Phone: 4325572132 **(Home)**

Address: 4408 St Andrews Drive

4322471425 **(Business)**

Midland TX 79705

Email: carteblanche247@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 13 **years.**

Occupation: Owner/Manager of Legacy Emer Hospital

Professional and/or Community Activities:

I have worked in the veterinary field for 13 years, working closely with several local hospitals and their employees. I also worked inside the animal shelter as a contract employee of the Midland Humane Coalition for eight years. Along with shelter and rescue work, I took part in several community outreach programs, as community involvement is a huge passion of mine.

What is your personal vision for the City?

I believe the city has made giant strides in the right direction over the past years, but change is always around the corner and new ideas breathe new life into what should be considered "normal".

Please specify any time constraints you may have.

I make my own schedule so as long as I'm able to properly plan ahead, time restraints are few and far between. I have an amazing support team at work as well as at home.

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 Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I believe my knowledge in the field as well as my time in Midland throughout the many changes, will be beneficial in tracking progress and coming up with new ideas.

What contribution would you most like to make?

I would like to see more changes surrounding the amount of strays and unwanted pets in our community.

Additional pertinent information or references:

Tasha Sport - 432)528-5919

(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

Sierra Strickland Digitally signed by Sierra Strickland
Date: 2021.07.13 18:36:42 -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:

Date: 7/25/2021

Name: Vanessa Medina

Phone: 575-649-4788 (Home)
432-557-3405 (Business)

Address: 1908 Ward St.

Email: Vanessa@midlandhumane.org

Midland (City) TX (State) 79705 (Zip)

I am [✓] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [✓] no

I have lived in Midland 7 years.

Occupation: Executive Director of Midland Humane Coalition

Professional and/or Community Activities:

Animal Rescue/Adoptions with Midland Humane Coalition

What is your personal vision for the City?

A city that is a no-kill community for its dogs & cats.

Please specify any time constraints you may have.

No Constraints

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I currenty work to help the public and its animals. Serving on this commission would allow me to do more for this city.

What contribution would you most like to make?

Advocating for the animals in our community.

Additional pertinent information or references:

Luann Morgan - luannmorgan@gmail.com

(2) Name of Board/Commission:

N/A

What contribution would you most like to make?

N/A

Additional pertinent information or references:

N/A

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Signature of Applicant

Luann C. Morgan

Applications may be submitted online via email or print in order to send by mail or fax:

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8-11-21

Name: Amy Barnhill

Phone: 432-262-3473 **(Home)**

Address: 3801 Crestgate Avenue

(Business)

Midland Texas 79707

Email: ABarnhill712@gmail.com

(City) (State) (Zip)

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ____yes _____no

I have lived in Midland 24 **years.**

Occupation: Environmental Specialist

Professional and/or Community Activities:

Board Member Ellen Noel Museum

Board Member Cas de Amigos

Volunteer for Meals on Wheels

What is your personal vision for the City?

I want to see our city prosper but not to the detriment of its citizens. I want our community to embrace its strengths and reach out to its citizens who struggle. I envision a community who works together to make our city great.

Please specify any time constraints you may have.

I do work a full time job but have the flexibility to attend meetings and attend community events.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Housing Authority Commission

Animal Services Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I have a heart for those who cannot advocate for themselves and often times that is the elderly and animals. I believe these boards are a good place to start in service of the city.

What contribution would you most like to make?

I want to add value in whatever manner I can whether it is a new perspective or a fresh opinion. I want to serve the city of Midland as a valued member of the community and I want to contribute to its continued success.

Additional pertinent information or references:

I believe I have a lot to offer in terms of serving my community. I have lived in Midland for 24 years, had children and grandchildren in various schools and attend a couple of different churches. I have sat back and watched and listened and tried to learn a few things about our community. I believe it is now time to contribute.

(2) Name of Board/Commission:

Planning and Zoning Commission

Midland Development Corporation

What contribution would you most like to make?

These are other boards/commissions that I have interest in. I find it interesting how communities decide what businesses are of value to the community and the processes involved with the development and zoning of such entities.

Additional pertinent information or references:

I am a passionate worker bee. When I get involved with something I try to put a lot of passion behind it. I enjoy volunteering and working along side others to make our community a great place to be.

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Signature of Applicant

_____

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/31/2021

Name: Caitlin Egan

Phone: 432-638-8309 **(Home)**

N/A **(Business)**

Address: 1601 W Pine Ave

Midland Texas 79705

(City) (State) (Zip)

Email: caitlineganpierce@gmail.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 14 **years.**

Occupation: Landman

Professional and/or Community Activities:

I am a former veterinary technician and currently serve on the Board of Fix West Texas. I am also a volunteer and foster for Permian Basin Animal Advocates.

What is your personal vision for the City?

I would love to create an understanding for the need for animal welfare in this city. Push low cost spay/neuter and educate our community of the importance of spay/neuter and vaccinations. We need to educate our community on the options for surrendering an animal as well. MAS should be last resort! We must encourage owners to work with rescues to safely place their pet.

Please specify any time constraints you may have.

I work from home and generally have no issue with child care. Time constraints are of little issue.

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 Advisory Commission

Please tell us why you are interested in serving on this board or commission.

As a former vet tech, Board Member of Fix West Texas and a volunteer/foster at Permian Basin Animal Advocates, animals are my passion. I am also very able to put aside emotion when necessary to view things in a clear and matter of fact manner.

What contribution would you most like to make?

I would love to help educate our community about animal welfare in hopes to relieve the burden that our employees at MAS have been forced to bear. We can reduce the number of animals coming into MAS with the proper resources and education for our community.

Additional pertinent information or references:

References: Kelsey Kuhrt: 432-661-2859

Karen Patterson: 254-715-2815

Jaime Alexander: 469-964-6473

(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

Caitlin Egan

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/2/2021

Name: Kenneth Woods

Phone: (618)980-4323 **(Home)**

Address: 6000 Briarwood Q303

(432)520-4000 **(Business)**

Midland Tx 79707

Email: knnwoods@gmail.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 11 **years.**

Occupation: Director of Operations

Professional and/or Community Activities:

I have worked and helped Midland in both my professional job and the gym I own. THe Kent compaines has help accross the board in all areas, but specifically I have worked with Mrs. Yarbourgh and South Elementry. The gym has also help quarterly Blood Drives as well, that greatly helped them during Covid last year

What is your personal vision for the City?

I want the people of midland to be proud of their city. I have moved many times in my younger years and I feel strongly that this is one of the greatest cities i have known. I want to help continue to improve Midland so all our residents have that same sense of pride that I do! Midland is great and we need to contnue to honor what we are to build for the future

Please specify any time constraints you may have.

I have control of my schedule so I am open

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 have always had a passion for animals. Since moving here I have teamed up with several organzations to help stray and abandonec animals. For midland to be great we need to ensure we are doing everything to curb stray animals and regulate what is acceptable

within city limits.

What contribution would you most like to make?

I want to serve to ensure we continue to take steps to curb stray animals. We need to provide resources our information to the citizen here in Midland on what they can do to become more responsible in keeping Midland great

Additional pertinent information or references:

I feel like my passion for helping, my passion for animals, and my overal background will do well serving this board. I am very proactive and forward thinking to make sure I become an asset on this commission

(2) Name of Board/Commission:

Park and Recreation Commission

What contribution would you most like to make?

I want to see the continued growth for our city in this area. I love the outdoors and having great parks create avenues for new activities and attractions for our citizens to partake in. The more oppertunities we create for creation the better the city becomes

Additional pertinent information or references:

I think this is a huge step to support and grow Midland. Some of the greatest cities in the world are known for thier parks, this is a hug staple of any community. We have been blessed to get to this point and i wnat to see it contiue to grow!

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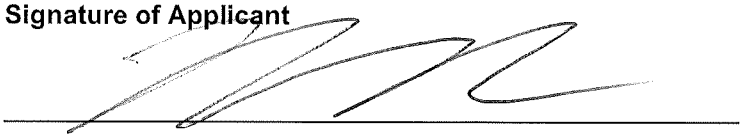
Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Monica Perales

Address: 2600 McClintic Street

Midland TX 79705

(City) (State) (Zip)

Date: 9/3/2021

Phone: 956-235-3417 **(Home)**

432-687-1777 **(Business)**

Email: monicap@forl.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 4.5 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Attorney at Fasken Oil and Ranch, Ltd.

Professional and/or Community Activities:

I served on the Denver, CO mayor's Focus Neighborhoods initiative - addressing blighted and underprivileged neighborhoods, worke

in Denver's office of economic development and served on numerous charitable boards in CO and TX: Keep Denver Beautiful, Keep

Laredo Beautiful, Laredo Animal Protective Society (pres.), LULAC, LaRasa, Midland Humane Coalition, Denver Dumb Friends Leagı

What is your personal vision for the City?

To improve quality of life codes including their enforcement: litter, illegal dumping, enforcement of zoning codes, health and safety

code (unwanted pet population). Ideally, I'd like to enhance the public/private partnership between animal rescue groups and

the City of Midland so as to be more proactive regarding the overwhelming amount of unwanted pets in the area.

Please specify any time constraints you may have.

My work allows me to leave the office for meetings. My office hours are 8:30am to 5pm.

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 have firsthand experience in addressing pet overpopulation and in forming public/private partnerships between a city and

animal rescue groups.

What contribution would you most like to make?

I'd like to share my experience in order to provide counsel to the group in how to best address the problem of unwanted pets. I'd like to share my perspective as a member of an ethnic minority group regarding pet ownership, spaying/neutering. I'd like to encourage a collaboration among other entities such as Crimestoppers for reporting animal abuse. There are many ideas to share.

Additional pertinent information or references:

I have a background in public relations which I used to our advantage as president of Laredo Animal Protective Society. There, I studied under the ASPCA in order to enhance our shelter regulations. I completely revamped our shelter guidelines, protocol, and led our team in the construction of a new city shelter.

(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 *Monica Perales*

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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UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

December 19, 2018

Mr. Jay Cartwright
Radiation Safety Officer
Waste Control Specialists LLC
17101 Preston Road
Dallas, TX 75248

SUBJECT: RESPONSE TO THE AUGUST 30, 2018, WASTE CONTROL SPECIALISTS LLC REQUEST TO EXTEND THE POSSESSION TIME IN THE U.S. NUCLEAR REGULATORY COMMISSION SPECIAL NUCLEAR MATERIAL EXEMPTION ORDER CONDITION 8.B.4 TO WASTE CONTROL SPECIALISTS LLC (CAC NO. 001542/DOCKET NO. 070-7005/EPID NO. L-2018-LLO-0000)

Dear Mr. Cartwright:

On August 30, 2018, Waste Control Specialists LLC (WCS) sent a letter to the U.S. Nuclear Regulatory Commission (NRC) requesting relaxation of Condition 8.B.4 of the currently effective NRC Special Nuclear Material (SNM) Exemption Order to WCS. In the letter, WCS requested permission to possess U.S. Department of Energy (DOE) Los Alamos National Laboratory (LANL) Waste at the WCS Low-Level Waste Site (WCS Site) near Andrews, Texas, until December 23, 2020. The August 30, 2018, WCS letter is available in the NRC's Agencywide Documents Access and Management System (ADAMS) as Accession No. ML18250A289.

Since 2001, the NRC has issued one initial Order (see ADAMS Accession No. ML030130085 (2001 Order)) and three superseding Orders (see ADAMS Accession Nos. ML042650361 (2004 Order), ML092810374 (2009 Order), and ML14238A268 (2014 Order)) granting WCS exemptions from the requirements of 10 CFR Part 70, "Domestic Licensing of Special Nuclear Material," to possess Special Nuclear Material (SNM). Each Order has allowed WCS to possess greater than a critical mass of SNM, as defined in 10 CFR 150.11, "Critical Mass," without obtaining a Part 70 license from the NRC. The currently effective NRC Order (2014 Order) to WCS is dated December 3, 2014, and is available in ADAMS as Accession No. ML14238A268. The 2014 Order contains conditions that allow WCS to possess and store the LANL Waste at two locations at the WCS Site without obtaining an NRC Part 70 license. The LANL Waste is transuranic waste with SNM that originated from LANL and is destined for disposal at the DOE Waste Isolation Pilot Plant (WIPP) Facility in New Mexico. Currently, DOE transuranic waste may only be disposed at the WIPP Facility. The DOE closed the WIPP Facility after a radiation release event in February 2014 and then re-opened it in 2017. Subsequently, much of the LANL Waste was shipped to the WIPP Facility; however, some of the LANL Waste cannot be shipped from the WCS Site because it does not meet U.S. Department of Transportation (DOT) shipping requirements.

Order Condition 8.B.4. of the 2014 Order to WCS states that, "WCS is allowed to possess the LANL Waste for a maximum of 2 years." Order Condition 11 of the 2014 Order to WCS states that, "The Director of the Office of Nuclear Material Safety and Safeguards [NMSS] (or designee), may, in writing, relax or rescind any of the above conditions upon demonstration by

WCS of good cause." By letter dated March 28, 2016, (ADAMS Accession No. ML16095A361), WCS requested that the NRC extend the storage timeframe for the LANL Waste at the WCS Site until December 23, 2018. By letter dated September 23, 2016, (ADAMS Accession No. ML16097A265), the NMSS Director approved the 2016 WCS request.

In its August 30, 2018 letter, WCS requested that it be allowed to continue to store LANL Waste at the WCS Site until December 23, 2020 because the final disposition plan for the LANL Waste will not be implemented (i.e., all LANL Waste shipped from the WCS Site) before the current deadline of December 23, 2018. The DOE-led Integrated Project Team (which includes the DOE, the Texas Commission on Environmental Quality (TCEQ), the NRC, the U.S. Environmental Protection Agency, and WCS) is still determining a recommended path forward for the safe disposition of the LANL Waste. The Integrated Project Team was formed in response to separate orders to DOE and WCS from TCEQ in late 2015 directing those entities to provide a Joint Plan to TCEQ with options for disposition of the LANL Waste in storage at the WCS Site. The NRC joined the Integrated Project Team in May 2017. As part of its participation on the Integrated Project Team, the NRC is aware that developments in 2019 could allow all of the remaining LANL Waste in storage at the WCS Site to be safely shipped from the WCS Site under the DOT shipping requirements to WIPP, LANL, or elsewhere over time.

Consistent with both the 2014 Order to WCS and the September 2016, NRC letter to WCS modifying the 2014 Order Condition 8.B.4, the NRC has determined that an additional two-year extension of the timeframe for the storage of LANL Waste at the WCS Site is appropriate because: (1) it is consistent with the timeframe for storage of waste at the WCS Site previously approved by the NRC and permitted by TCEQ, while (2) the NRC maintains a definitive possession time specified in the Order.

As noted in both the 2014 Order to WCS and the September 2016 letter to WCS:

- the 2014 Order contains conditions that enable the LANL Waste to be safely and securely possessed and stored at the WCS Site;

- under the 2014 Order, WCS is responsible for the safe and secure possession of radioactive material at the WCS Site; and

- the 2014 Order contains conditions that require WCS to: (1) notify the NRC if any of the Order conditions are violated, and (2) obtain the NRC's approval prior to changing any activities associated with the Order conditions.

The NRC finds that the waste continues to be safely and securely stored at the WCS Site consistent with the requirements of the 2014 Order because there has been no change in the LANL Waste in storage at the WCS Treatment, Storage, and Disposal Facility (TSDF), with the exception of the LANL Waste that has already been shipped to the WIPP Facility. The NRC also finds that the LANL Waste in storage at the WCS Federal Waste Facility disposal cell continues to be safely and securely stored consistent with the requirements of the 2014 Order, as stated by WCS in its August 30, 2018 letter and confirmed via the NRC's participation on the Integrated Project Team.

Based on the above, the NRC has determined that WCS demonstrated good cause in satisfying the Condition 11 requirements of the 2014 Order to WCS, such that the NMSS Director is relaxing Condition 8.B.4 of that Order to allow WCS to possess the LANL Waste until December 23, 2020. Consequently, the possession time limit specified in Condition 8.B.4 of the NRC's 2014 Order to WCS is extended to December 23, 2020.

The NRC staff prepared an environmental assessment (EA) in support of its review of WCS' exemption request from NRC licensing requirements under 10 CFR Part 70. The EA (ADAMS Accession No. ML18333A025) can also be found at 83 FR 64902.

If you have any questions or need additional information, please contact Harry Felsher of my staff at Harry.Felsher@nrc.gov or at (301) 415-6559.

Sincerely,

/RA/

Marc L. Dapas, Director
Office of Nuclear Material Safety
and Safeguards

Docket No. 070-7005

cc: A. Forbes
Texas Commission on
Environmental Quality

SUBJECT: RESPONSE TO THE AUGUST 30, 2018, WASTE CONTROL SPECIALISTS LLC REQUEST TO EXTEND THE POSSESSION TIME IN THE U.S. NUCLEAR REGULATORY COMMISSION SPECIAL NUCLEAR MATERIAL EXEMPTION ORDER CONDITION 8.B.4 TO WASTE CONTROL SPECIALISTS LLC (CAC NO. 001542/DOCKET NO. 070-7005/EPID NO. L-2018-LLO-0000)
DATE December 19, 2018

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ADAMS ACCESSION NO. ML18269A318 ***via email**

OFFICE	DUWP	DUWP	DUWP	OGC	DUWP
NAME	HFelsher	CHolston	RChang*	AGendelman*	JTappert
DATE	09/27/18	09/27/18	09/27/18	12/10/18	12/18/18
OFFICE	NMSS				
NAME	MDapas				
DATE	12/19/18				

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Differing Views on Path Forward and Recommendations for Certain Low-Level Radioactive Waste Disposal Rulemakings

There are differing views among some of the U.S. Nuclear Regulatory Commission (NRC) staff on assertions made in the Commission paper, "Path Forward and Recommendations for Certain Low-Level Radioactive Waste (LLRW) Disposal Rulemakings" (henceforth referred to as "the Commission Paper"). The major point of disagreement is whether the Low-Level Radioactive Waste Policy Amendments Act of 1985 (LLRWPAA) and the Atomic Energy Act of 1954, as amended (AEA) would allow greater than-Class C (GTCC) waste disposal to be regulated by Agreement States.[1] In addition, there are differing views on whether the NRC relinquished its GTCC regulatory authority to pre-1981 Agreement States.

LLRWPAA and AEA: Supports NRC's Exclusive Authority Over GTCC Waste

For more than 30-years, it was settled law and policy that GTCC waste disposal is a Federal responsibility requiring NRC-regulation under the LLRWPAA. The NRC worked closely with Congress to craft this legislation to include, among other things, the insertion and application of the phrase "NRC-regulated" to GTCC waste disposal. In testimony before Senate and House committees, Mr. Wayne Kerr, then-Director of the Office of State Programs, clearly articulated the Commission's position that GTCC waste disposal should be a Federal responsibility and should be "NRC-regulated."[2] Commissioner Baran noted this history in his vote on SECY-15-0094, "Historical and Current Issues Related to Disposal of Greater-Than-Class C Low-Level Radioactive Waste," in which the NRC staff recommended that the State of Texas be allowed to license the disposal of GTCC waste at the Waste Control Specialists (WCS) LLRW facility in Andrews, Texas. By citing numerous examples from the LLRWPAA's legislative history, the Commissioner's vote sheet clearly documents that Congress, States, and the NRC, all agreed, that the NRC is to be the exclusive licensing authority for all GTCC waste disposal. (See the NRC's Agencywide Documents Access and Management System [ADAMS] Accession No. ML15356A678). Commissioner Baran noted that:

> The staff paper and TCEQ [Texas Commission on Environmental Quality] letter pose the threshold question of how to interpret the GTCC-related provisions of the [Low-Level Radioactive Waste Policy] Amendments Act. Although it is a complex question, I believe the soundest reading of the Amendments Act is that it provides for exclusive NRC licensing of all GTCC waste disposal… Section 3(b)(1) of the Amendments Act states: 'The Federal Government shall be

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[1] This differing view does not address the NRC guidance," Concentration Averaging and Encapsulation Branch Technical Position," (80 FR 10165) that provided acceptable methods that can be used to perform concentration averaging of LLRW for the purpose of determining its waste class for disposal. However, it is notable that the Technical Position provides, "extreme measures to lower the waste classification should be avoided."

[2] The NRC testified on the proposed LLRWPAA before three Senate Committees, and to two House Committees. All of the NRC testimony indicated that GTCC disposal was to be NRC-regulated: (1) June 4, 1985 letter from NRC Chairman Nunzio J. Palladino to the Honorable Strom Thurmond, Chairman of the Committee on the Judiciary, (ADAMS Accession No. ML051720671); and (2) July 26, 1985 letter from Carlton Kammerer, Director of OCA, to the Honorable Morris Udall, Chairman of the Subcommittee on Energy and the Environment Committee on Interior and Insular Affairs, United States House of Representatives (ADAMS Accession No. ML051720672).

> responsible for the disposal of ... low-level radioactive waste with concentrations of radionuclides that exceed the limits established by the Commission for class C radioactive waste, as defined by section 61.55 of Title 10 of the *Code of Federal Regulations*, as in effect on January 26,1983]. This provision clearly establishes that disposal of GTCC waste is solely a federal responsibility. Section 3(b)(2) directly addresses the question of who licenses a GTCC waste facility. ... The plain language of the statute clearly indicates that NRC is the licensing authority for disposal of GTCC waste. There is nothing in the text of the provision that suggests that Congress contemplated or provided for Agreement State licensing of GTCC waste disposal facilities. ….
>
> Th[e] legislative history reinforces the plain language of the Amendments Act. … The statements of these key members of the Senate and House also show that Congress meant what it said in the statute: GTCC must be disposed of in an NRC-licensed facility. Conspicuously absent from all of these Congressional descriptions of the licensing responsibility for GTCC waste disposal is any mention of Agreement States or suggestion that Agreement States could license such a facility. ... It is difficult to believe that Congress intended to allow Agreement States to license GTCC waste disposal facilities without any legislators even hinting that this was the case.

The analysis in the Commissioner Baran's vote sheet is consistent with numerous NRC official statements, correspondence, and publications on GTCC waste disposal. They include, but are not limited to: (1) SECY-86-085," Low-Level Radioactive Waste Policy Amendments Act of 1985," dated March 11, 1986 (ADAMS Accession No. ML051730665); (2) Letter dated April 30, 1987 to the Honorable Quentin N. Burdick, Chairman, Committee on Environment and Public Works, United States Senate, from William C. Parler, NRC General Counsel, (ADAMS Accession No. ML051720675); (3) Transcript from the August 4, 1987, "Commission Briefing on the Management of Greater Than Class C (GTCC) Level Waste and the Low-Level Waste Program," (ADAMS Accession No. ML051720639); (4) NUREG/CP-0085, "Meeting With States on the Low-Level Radioactive Waste Policy Amendments Act (LLRWPAA) of 1985," June 24-25, 1986; (5) NUREG/BR –021, "Regulating the Disposal of Low-Level Waste, (ADAMS Accession No. ML120720225) published August 1989; (6) NUREG-1213, Rev. 1, "Plans and Schedules for Implementation of U.S. Nuclear Regulatory Commission Responsibilities Under the Low-Level Radioactive Waste Policy Amendments Act of 1985 (P.L. 99-240)," published August 1987; and (7) SECY-07-0180, "Strategic Assessment of Low-Level Radioactive Waste Regulatory Program," dated October 17, 2007 (ADAMS Accession No. ML071350299). This Assessment states, "NRC is responsible for reviewing a license application for a GTCC disposal facility."

In addition, Section 4(b)(3)(A) of the LLRWPAA states:

> Nothing contained in this Act or any compact may be construed to confer any new authority on any compact commission or State … to regulate the packaging, generation, treatment, storage, disposal, or transportation of low-level radioactive waste in a manner incompatible with the regulations of the Nuclear Regulatory Commission...

By the language in Section 4(b)(3)(A) and referencing the NRC's regulations at Section 61.55 of Title 10 of the *Code of Federal Regulations* (10 CFR) throughout the LLRWPAA, Congress

made it abundantly clear that the NRC is the exclusive regulatory authority for establishing requirements for disposal of all LLRW in the Nation, including GTCC waste disposal. The law also declares that the NRC's authority is not to be usurped by any compact or State.

NRC's Regulations: Supports NRC's Exclusive Authority Over GTCC Waste

In accordance with the LLRWPAA and the AEA, the NRC demonstrated its authority in the area of GTCC waste disposal by the promulgation of its final rule, "Disposal of Radioactive Wastes," (54 FR 22583, dated May 25, 1989). Throughout the Statement of Considerations (SOC) for the final rule, it is stated that GTCC wastes must be disposed of in a facility licensed by the NRC and that it is a Federal responsibility similar to high-level waste. Paragraph (e) of the SOC stated, "…GTCC wastes must be disposed of in a facility licensed by the NRC--a constraint imposed by the [LLRWPAA] LLWPAA." Moreover, the SOC for the final rule provided:

> First, by amending 10 CFR 61.55, it would henceforth require all greater-than-Class-C waste to be disposed of in a geologic repository unless an alternative proposal is approved by the Commission. Second, the jurisdictional reach of 10 CFR Part 61 would be extended to cover all activities of the Department of Energy that may be subject to the licensing and regulatory authority of the Commission. This is intended to reflect the policy of the Low-Level Radioactive Waste Policy Amendments Act, which provides that all commercially-generated waste with concentrations exceeding Class C limits shall be disposed of in a facility licensed by the Commission that the Commission determines is adequate to protect the public health and safety…

The language of the final rule implemented the NRC's authority over GTCC waste disposal in 10 CFR 61.55(a)(iv), which, among other things, provided:

> Waste that is not generally acceptable for near-surface disposal is waste for which form, and disposal methods must be different, and in general more stringent, than those specified for Class C waste. In the absence of specific requirements in this part, such waste must be disposed of in a geologic repository as defined in part 60 or 63 of this chapter unless proposals for disposal of such waste in a disposal site licensed pursuant to this part are approved by the Commission.

NRC's Compatibility Determinations: Supports NRC's Exclusive Authority Over GTCC Waste

As required by all Agreement States, the State of Texas acknowledged NRC's authority for GTCC waste disposal in its regulatory program by adopting regulations compatible with those of the NRC in 10 CFR 61.55 (a)(iv). The Texas Administrative Code 336.362(a)(2)(D), states:

> Waste that is not generally acceptable for near-surface disposal is waste for which form, and disposal methods must be different, and in general more stringent, than those specified for Class C waste. Disposal of this waste is regulated by the United States Nuclear Regulatory Commission.

The adoption of this regulatory language by the State of Texas was required by the NRC as a matter of compatibility in an October 2, 2003, letter from Mr. Paul H. Lohaus, Director of the

Office of State and Tribal Programs, to Ms. Susan Jablonski, Technical Advisor, TCEQ. (ADAMS Accession No. ML032760041). Mr. Lohaus specifically noted that:

> Texas is providing that Texas will regulate the disposal of GTCC waste. … Texas cannot regulate the disposal of such GTCC waste. The State needs to alter its definition [of Federal Facility Waste] to exclude GTCC that results from activities of NRC licensees to meet compatibility.

The October 2, 2003, letter was approved by the NRC Office of General Counsel (No Legal Objection) and the Office of Nuclear Material Safety and Safeguards through the NRC's concurrence process. The letter made it absolutely clear that the NRC did not relinquish its authority for the regulation of GTCC disposal to the State when the Texas Agreement was signed in 1963; otherwise the State would not have been directed to revise its proposed rule language to "meet compatibility." Thus, the letter was used as an enforcement vehicle for implementation of various provisions of Section 274 of the AEA that require Agreement State programs to be compatible with the NRC's regulatory program and require the NRC to periodically review Agreement State programs to ensure continued compliance.

Limits on Special Nuclear Material: Supports NRC's Exclusive Authority Over GTCC Waste

Another reason for the prohibition of Agreement State regulation of GTCC waste is that most of these waste streams contain special nuclear material (SNM), including strategic SNM (SSNM). Accordingly, Section 274(b)(3) of the AEA prohibits the NRC from relinquishing its authority for the regulation of SNM in critical mass quantities to an Agreement State. In addition, Section 274(m) of the AEA provides:

> No agreement entered into under subsection (b), and no exemption granted pursuant to subsection (f), shall affect the authority of the Commission under section 2201(b) or (i) of this title to issue rules, regulations, or orders to protect the common defense and security, to protect restricted data or to guard against the loss or diversion of special nuclear material.

Prevention of Criticality Accidents: Supports NRC's Exclusive Authority Over GTCC Waste

In addition, the high concentrations of SNM in GTCC waste streams raise concerns relative to potential criticality accidents at LLRW facilities. The NRC requirements that address these concerns are contained in 10 CFR 61.16 (b), *Safety information concerning criticality*. The adoption and enforcement of these regulations are reserved to the NRC and cannot be adopted by an Agreement State.

Protection of Common Defense and Security: Supports NRC's Exclusive Authority Over GTCC Waste

The authority for the protection of SSNM and SNM in critical mass quantities is related to the protection of the Nation's common defense and security and is reserved to the Federal government in accordance with the preamble of the Constitution of the United States of America. However, in spite of this reserved Federal authority, the NRC staff stated in the Commission paper:

> Additionally, for GTCC waste streams containing SSNM, the staff recommends exploring regulatory approaches that would allow for a single regulator for an Agreement State licensee disposing of GTCC waste in a land disposal facility, including potential amendment to 10 CFR 150.14 and 150.15.

As such, with these statements, the staff is indicating that they are considering relinquishing the NRC's reserved authority for the protection of the common defense and security to an "Agreement State" regarding SSNM and SNM through these "regulatory approaches." It is notable that an example of an "regulatory approach" of relinquishing NRC reserved authority is currently in place at WCS. Specifically, an NRC Order exempts WCS from a license for 10 CFR Part 70, "Domestic Licensing of Special Nuclear Material; thereby allowing the LLRW facility to possess SNM in quantities equal to or greater than critical mass quantities without NRC inspection or enforcement. It is very likely that the NRC staff will consider a similar "regulatory approach" to relinquish the regulation of GTCC waste disposal at the facility. In that, the Federal Register notice, "Waste Control Specialists, LLC (WCS); Order to Exempt Waste Control Specialists, LLC From Requirements Relative to the Possession of Special Nuclear Material (SNM)," 66 FR 57489, provides:

> Pursuant to 10 CFR 70.14,'the Commission may * * * grant such exemptions from the requirements of the regulations in this part as it determines are authorized by law and common defense and security and are otherwise in the public interest'….WCS requested the exemption because it expects that **the current limits set forth in 10 CFR part 150 will severely impact its ability to compete in the mixed waste treatment market. (Emphasis added)**

The NRC Order indicates that the exemption was a measure to increase WCS's competitive edge in the waste market. Whereas, other operating LLRW facilities who are WCS's competitors, Hanford, WA and Barnwell, SC, were required to have an NRC license for SNM in critical mass quantities from 1970 to 1997. In 1997, Hanford and Barnwell decided to lower their SNM possession limits below critical mass quantities so they would no longer need an NRC license (64 FR 50779 dated September 20, 1999). However, it is questionable that WCS that is owned by the Lehman Brothers Holdings Inc. that is worth over $600.00 billion in assets requested and received an exemption from an NRC license to possess SNM in critical mass quantities solely to increase their profit margins.

In addition, the NRC Order created a potential "gap" in the regulation of SNM at the WCS facility -- a virtual regulatory "free zone." In that, the provisions in the Texas Agreement and the Texas regulations, in 336.1(b) prohibit the State from regulating the possession of SNM in critical mass quantities. The Texas regulations provide that the NRC has authority for SNM in critical mass quantities in the State in accordance with 10 CFR Part 150, "*Exemptions and Continued Regulatory Authority in Agreement States and in Offshore Waters Under Section 274*." While, the State of Texas Agreement provides that the State can only regulate SNM "in quantities not sufficient to form a critical mass." Thus, the Texas Agreement and regulations indicate that NRC has the responsibility for SNM in quantities equal to or greater than critical mass quantities. However, the NRC has exempted WCS from its critical mass quantities regulations in 10 CFR Part 70. As a result, a potential regulatory gap has been created for non-regulation of SNM in in quantities equal to or greater than critical mass quantities at WCS. This type of regulatory arrangement is not consistent with the intents and purposes of Section 274 of the AEA and its legislative history. Specifically, the legislative history for Section 274 (g) of the AEA states:

> Subsection g. provides that the Commission is authorized and directed to cooperate with the States in the formulation of standards for the protection of public health and safety from radiation hazards and to assure that State and Commission programs for protection against radiation hazards will be coordinated and compatible. ... **in order to avoid conflict, duplication, or gaps**. JCAE Report to accompany H.R. 8755 (H.R. Report No. 1125, September 2, 1959, 86th Congress, 1s Session) at p. 9. **(Emphasis added)**

Avoidance of Dual Regulation: Supports NRC's Exclusive Authority Over GTCC Waste

In spite of the plain statutory language, clear legislative intent, longstanding administrative record, overwhelming evidence supporting GTCC as a Federal responsibility that is to be exclusively NRC-regulated, the Commission paper states:

> The staff recognizes that there are two possible interpretations …(1) a strict or "plain language" interpretation that would allow for NRC licensing of a GTCC waste disposal facility only, and (2) **a broad interpretation**, based upon the Amendments Act's legislative history and construing the Amendments Act together with AEA Section 274, that would allow for a willing Agreement State to license such a facility. **Both interpretations are legally valid**. **(Emphasis added)** The staff, however, continues to support the recommendation it made in SECY-15-0094, namely, that the Commission should adopt the broad interpretation allowing for Agreement State licensing…
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> * * * * * * * * * * *
>
> The draft regulatory basis recommended certain regulatory changes to NRC's requirements in 10 CFR Part 150, "Exemptions and continued regulatory authority in agreement states and in offshore waters under Section 274," to accommodate Agreement State regulatory oversight of most GTCC waste disposal without any **dual regulation.** However, under the Commission's 1979 final rule on the security of Category III **quantities of SSNM, the agency stated such SSNM was subject to the Commission's interest in protecting the common defense and security. Under Section 274(m) of the AEA, such activities are reserved to the NRC and thus require dual regulation of this material (i.e., safety by the Agreement State and security by the NRC)**. **Accordingly, certain GTCC waste streams containing Category III quantities of SSNM would require NRC oversight of security activities, absent an explicit Commission reconsideration of the basis for the 1979 final rule. (Emphasis Added)**

The NRC staff's "broad interpretation" with its "construing" of laws would create a dual regulation framework that would allow Agreement State regulation of GTCC waste disposal. Thus, the staff is proposing to create a regulatory construct in direct conflict with the intents and purposes of Section 274 of the AEA and the provisions of 10 CFR 8.4*, "Interpretation by the General Counsel: AEC jurisdiction over nuclear facilities and materials under the Atomic Energy Act*." Specifically, Section 274 of the AEA, in the purpose section, paragraph (a)(3) provides that the law is, "to promote an orderly regulatory pattern between the Commission and State governments with respect to nuclear development and use and regulation of byproduct, source, and special nuclear materials." In order to ensure this orderly regulatory pattern, the legislative

history indicates that “dual regulation” should be avoided. The creators of the legislation expressed concerns that dual regulation could cause ambiguous lines of authority between the State and the Federal government that could lead to adverse impacts on public health and safety. The avoidance of dual regulation was expressed by the Commission’s General Counsel, at the time, Mr. Robert Lowenstein, during the May 1959, Section 274 hearings as follows:

> We think it [concurrent jurisdiction] leads to divided responsibility and may lead to bad safety controls because you have too many cooks in the broth, so to speak, without any one level of government having a primary responsibility for it to assure that uses of materials are appropriately regulated.” (May 1959 hearings at page 315)

In addition, strong opposition to dual regulation was expressed in the Joint Committee on Atomic Energy (JCAE) Report that accompanied the final Section 274 bill as follows:

> It is not intended to leave any room for the exercise of dual or concurrent jurisdiction by States to control radiation hazards by regulating byproduct, source or special nuclear materials. The intent is to have the material regulated and licensed either by the Commission, or by the State and local governments, but not by both. (Federal-State Relations in the Atomic Energy Field, Hearings before the JCAE, September 2, 1959, 86th Congress, 1st Session, Report No. 1125, pp. 10-12.)

Federal Preemption: Supports NRC’s Exclusive Authority Over GTCC Waste

In the Commission paper, at footnote 6, it provides that the NRC’s authority for GTCC waste disposal was relinquished to pre-1981 Agreement States (i.e., those signed before the publication of the “Criteria for Guidance of States and NRC in Discontinuance of NRC Regulatory Authority and Assumption Thereof by States Through Agreement” published on January 23, 1981, 46 FR 7540). The term “GTCC waste” was not defined until after the publication of 10 CFR Part 61 on December 27, 1982 (47 FR 57446). Nevertheless, by these statements, the staff is declaring that an NRC policy statement and a State Agreement document has more authority than the LLRWPAA that was passed by Congress and signed into law by the President of the United States of America on January 15, 1986. Thus, the staff’s “broad interpretation” with its “construing” of laws conflicts with the Commission’s Federal preemptive authority as described in 10 CFR 8.4 (c) that states:

> The Atomic Energy Act of 1954 had the effect of preempting to the Federal Government the field of regulation of nuclear facilities and byproduct, source, and special nuclear material. Whatever doubts may have existed as to that preemption were settled by the passage of the Federal-State amendment to the Atomic Energy Act of 1954 in 1959.

In addition, the NRC’s staff’s “broad interpretation” granting GTCC waste regulatory authority to pre-1981 Agreement States is contrary to preemption case law. In that, footnote 2, SECY-05-0170, “Proposed Agreement Between the State of Minnesota and the Commission Pursuant to Section 274 of the Atomic Energy Act of 1954, as amended,” (ADAMS Accession No: ML0525704), provides:

> Case law establishes that Congress has preempted the field of nuclear safety. In Pacific Gas & Electric Co. V. State Energy Resources Conservation and

> Development Commission, 461 U.S. 190 (1983), the Court concluded that "State safety regulation is not pre- emptied only when it conflicts with Federal law. Rather, the Federal Government has occupied the entire field of nuclear safety concerns,…, When the Federal Government completely occupies a given field or an identifiable portion of it, … the test of pre-emption is whether 'the matter on which the State asserts the right to act is in any way regulated by the Federal Act.' Rice v. Santa Fe Elevator Corp. decided June 4, 1990, Slip Opinion No. 89-152, scrutinized the pre-emption theory of the field of nuclear safety concerns, and reaffirmed the holding in Pacific that the field of nuclear safety is pre-empted.

Moreover, *The Preemption under the Atomic Energy Act of 1954*, provides, "if Congress has declared 'unequivocally and expressly' that the authority it grants shall be exclusive, then concurrent or complementary state regulation within the occupied field is barred." This document also indicates that dual regulation cannot exist in an occupied field, i.e., GTCC waste regulation. https://digitalcommons.law.utulsa.edu/cgi/viewcontent.cgi?article=1336&context=tlr. Therefore, by the passage of Section 274 of the AEA and the LLRWPAA, Congress closed the door to Agreement State regulation of GTCC waste disposal. Congress declared that GTCC waste disposal: (1) is a preempted Federal responsibility; (2) must be disposed of in a facility licensed by the NRC; and (3) must be disposed of in a facility the NRC has determined is adequate to protect the public health and safety. In conclusion, in analyzing the dual regulation and preemption issues associated with the NRC staff's "broad interpretation," the Honorable Edward McGaffigan, Jr., who was the longest serving NRC Commissioner and who passed away in 2007 while in service to the Nation, provided insightful guidance on these issues. Commissioner McGaffigan wrote:

> … I too am a strong believer in preserving our [NRC] authority. NRC has spent significant resources over the last few years ensuring that other agencies do not encroach into our jurisdiction and attempt to apply inappropriate security requirements on our licensees. In the decommissioning area, we have expended a great deal of time and effort working with EPA to reduce dual regulation. This case should not be any different. [The case of GTCC waste disposal should not be any different] (SRM-SECY-0170 Vote Sheet).

Maxey Flats: The Case Against Pre-1981 Agreement State Authority for GTCC Waste

The case against pre-1981 Agreement State authority for GTCC waste disposal regulation is further bolstered by the Maxey Flats LLRW site. The history of the operation and performance concerns at Maxey Flats LLRW facility that was licensed by the State of Kentucky in 1963 provides overwhelming evidence demonstrating that NRC's policy of providing LLRW authority, including GTCC disposal, to all pre-1981 Agreement States is an outdated, arbitrary and capricious policy that is not commensurate with the protection of public health and safety and the environment. Like all other pre-1981 LLRW disposal sites, at the time the Maxey Flats facility was licensed, the term "GTCC" waste had not been defined, and performance standards for the land disposal of LLRW had not been established. As a result, the facility closed in the late 1970's because of significant performance problems, including offsite contamination in air, water and soil that continues to this day. Maxey Flats is on the U.S. Environmental Protection Agency's National Priorities List, which is comprised of hazardous waste sites to be remediated under the Comprehensive Environmental Response, Compensation, and Liability Act, also known as Superfund. The presence of GTCC waste at the site has contributed to it being considered non-reclaimable and it will have to be monitored and maintained in perpetuity.

Agreement State Program Revisions: The Case Against Pre-1981 Agreement State Authority for GTCC Waste

Another barrier to pre-1981 Agreement State authority for regulation of GTCC waste is that the NRC has made numerous revisions to the requirements for an adequate and compatible Agreement State regulatory program since 1981. These revisions include, but are not limited to:

1. The publication of 10 CFR Part 61 on December 27, 1982 (47 FR 57446) that provided licensing procedures, performance objectives, technical requirements and financial assurance requirements for the issuance of licenses for the land disposal of LLRW.
2. The publication of the Criteria Policy Statement on July 21, 1983, to establish requirements for an adequate and compatible Agreement State LLRW regulatory program in Criterion 9.
3. The completion of SECY-97-054, "Final Recommendations on Policy Statements and Implementing Procedures for the Agreement State Program and Policy Statement on the Adequacy and Compatibility of Agreement State Programs;'" on March 3, 1997.
4. The implementation of the Integrated Materials Performance Evaluation Program (IMPEP) in 2005 that established the integrated efforts of the NRC and the Agreement States to ensure the nationwide protection of public health, safety, security, and the environment from the hazards associated with radioactive material.

In spite of the numerous revisions to the programmatic elements needed for an adequate and compatible Agreement State Program, the NRC has continued to reference the outdated and superseded 1981 policy statement. Moreover, most, if not all, of these States that have pre-1981 LLRW authority will probably never use it. For example, the State of Florida with its high-water tables and coastal geography will probably never use its LLRW disposal authority. Nonetheless, the State continues to have this authority as documented in the Florida October 9, 2019 IMPEP Review Report that states:

> In 1981, the NRC amended its Policy Statement, “Criteria for Guidance of States and NRC in Discontinuance of NRC Regulatory Authority and Assumption Thereof by States Through Agreement,” to allow a State to seek an amendment for the regulation of Low-Level Radioactive Waste as a separate category. Although Florida has authority to regulate a LLRW disposal, the NRC has not required States to have a program for licensing a disposal facility until such time as the State has been designated as a host State for a LLRW disposal facility. When an Agreement State has been notified or becomes aware of the need to regulate a LLRW disposal facility, it is expected to put in place a regulatory program that will meet the criteria for an adequate and compatible LLRW disposal program. There are no plans for a LLRW disposal facility in Florida. Accordingly, the review team did not review this indicator.

DOE and the EPAct: The Case Against Pre-1981 Agreement State Authority for GTCC Waste

The Energy Policy Act of 2005 (EPAct) eliminated any doubt that GTCC is a Federal responsibility. It further refutes the staff’s assertion that NRC relinquished GTCC disposal authority to pre-1981 Agreement States and “nailed the door shut” to Agreement State regulation of GTCC waste disposal. The Act directed the Department of Energy (DOE) to complete all activities necessary to provide a facility for the safe disposal of all GTCC waste. In

addition, Section 636 of the EPAct encouraged the DOE and the NRC to coordinate on regulatory matters relative to DOE's facilities, including those operated on the Department's behalf (i.e., a GTCC waste disposal facility). Thus, the NRC and the DOE have pivotal roles in implementing the Federal responsibilities for the management and regulation of GTCC waste disposal.

Comments on the GTCC Draft Regulatory Basis: The Case Against Agreement State Authority for GTCC Waste

The draft regulatory basis for GTCC waste disposal was noticed in the Federal Register on July 22, 2019 (84 FR 35037) for public review and comment. Over 7,000 comments were received that challenged NRC's conclusions in the document. The Commission paper states, "After an analysis of the public comments received, staff has determined that this preliminary conclusion remains valid." However, these statements are not factual because the NRC staff has not completed its analysis of the public comments. Rather, the NRC staff was directed to forge ahead with the completion of the Commission paper before analysis of the public comments. Many of the public comments provided technical challenges to the NRC staff's analysis and conclusions relative to GTCC disposal and Agreement State regulation. As such, the conclusions in the Commission paper were pre-established without the consideration and resolution of public comments. In that, the DOE comments raised numerous technical concerns with the draft regulatory basis especially their concerns that NRC staff's analysis did not include the full GTCC inventory information maintained by DOE. In addition, the Agreement State of Oregon and others challenged the NRC's conclusion that GTCC waste can be regulated by Agreement States with the following comments:

> We observed that even in the NRC's own technical support document for the GTCC Regulatory Basis, there was a significant difference between intruder modeling conducted by a contractor versus NRC staff. A single reduction factor in one of the models was implicated for the significant variation in dose to a future onsite receptor. The discovery of this factor was a result of in-depth analysis by NRC staff. **This difference between the NRC staff and contractor modeling results for the intruder illustrates the need for high technical rigor in the model development for this unique site- specific analysis. Consequently, we perceive a risk in allowing an Agreement State to have authority over the adequacy of such complex models without direct NRC technical oversight given their greater resources and experience in this highly specialized arena. (Emphasis added)**

Moreover, the NRC staff's conclusions in the Commission paper have not addressed the concerns in the September 30, 2020 letter from the Governor of Texas, Greg Abbott, to the Honorable Donald J. Trump, President of the United States, that stated:

> In an April 2019 letter to the Department of Energy and NRC regarding this issue, I expressed my opposition to forcing states with low-level radioactive waste to accept more highly radioactive waste and its accompanying hazards without the consent of the state. I reiterate this concern and my opposition to increasing the

amount or concentration of radioactive waste permitted to be disposed of in Texas without state approval.

Federal Responsibility for GTCC Waste: Many Splendid Benefits

Based upon the preceding discussions, the best course of action for the Nation would be for the NRC and the DOE to work together to implement the "plain" or "clear" statutory mandates in the LLRWPAA and the EPAct that designated GTCC as a Federal responsibility. Some of the many benefits of this course of action are:

1. It is consistent with Section 3(b)(2) of the LLWPAA that provides that disposal of GTCC is to be disposed licensed by the NRC.
2. It is consistent with Section 3(b)(2) of LLRWPAA that provides that DOE's GTCC-like waste is required to be disposed of in a facility licensed by the NRC.
3. It is the most cost-effective, resource saving, and technically sound path forward because of the NRC resources that have already been used to develop and implement the LLRWPAA since NRC's participation in its conception in 1985, revisions to 10 CFR Part 61 and the development of the regulatory basis for GTCC disposal.
4. It ensures the protection of the Nation's common defense and security commensurate with the federally reserved authority in the Constitution of the United States of America.
5. It ensures that NRC's Federal authority and responsibilities are not eroded and encroached upon.
6. It ensures no regulatory gaps or dual regulation of GTCC waste disposal.
7. It establishes a clear-cut, exclusive Federal licensing pathway for GTCC waste disposal consistent with the LLRWPAA and EPAct.
8. It provides the mechanism under LLRWPAA and EPAct for DOE and NRC to move forward with a site-specific solution to GTCC waste disposal with or without a rulemaking action.

Additional benefits of the "plain" or "clear" interpretation of the laws were presented in the Commission Baran's vote sheet and are briefly expounded upon below:

Commissioner Baran's Supporting Statement 1:

There is no question that the potential hazards posed by GTCC waste would support a Commission decision to retain authority to license GTCC waste disposal facilities. In 1989, the Commission finalized a rule requiring disposal of all GTCC waste in a deep geologic repository unless a non-repository alternative is explicitly approved by the Commission. This rule reflected the view that GTCC waste is "not generally acceptable" for near-surface disposal and warranted "more stringent" disposal methods. In fact, at the recent Commission meeting on GTCC waste, the NRC staff explained that, for all isotopes, the average radionuclide concentrations of the GTCC waste inventory are at least 50 times higher than those of the transuranic waste currently being disposed of at the WIPP [Waste Isolation Pilot Plant] deep geologic repository. Some GTCC concentrations are 12,000 times higher than the transuranic waste bound for WIPP.

Comment: The DOE, *Final Environmental Impact Statement for the Disposal of Greater-Than-Class C (GTCC) Low-Level Radioactive Waste and GTCC-Like Waste*, supports the Commissioner's statements, https://www.energy.gov/nepa/downloads/eis-0375-final-environmental-impact-statement.

Commissioner Baran's Supporting Statement 2:

There are strong reasons for the Commission to exercise its authority to license GTCC waste disposal. First, there is no meaningful litigation risk associated with this approach because NRC has clear legal authority under the Atomic Energy Act to retain the licensing responsibility. Although the Commission would be on solid legal footing if it were to interpret the [Low-Level Radioactive Waste Policy] Amendments Act to provide for exclusive NRC licensing authority for GTCC waste disposal, this interpretation potentially would be challenged in court. Alternatively, if the Commission were to interpret the Amendments Act to allow TCEQ to license a GTCC disposal facility, there would be significantly more litigation risk. The result could be TCEQ licensing slowed down by years of litigation with a significant chance that the federal courts would ultimately decide that NRC was required to conduct the licensing anyway.

Comment: The litigative risks from a "broad interpretation" providing for Agreement State licensing of GTCC waste disposal remain a valid and realistic concern.

Commissioner Baran's Supporting Statement 3:

Although I understand that TCEQ officials are familiar with the WCS site and already regulating WCS's Federal Waste Disposal Facility, the potential efficiencies of TCEQ conducting the GTCC waste disposal licensing would also be substantially diminished by the significant role NRC would need to play in approving any non-repository option pursuant to existing NRC regulations. Since NRC staff would be actively involved in assisting TCEQ with its review of a WCS application, it may well be more efficient for NRC to simply serve as the licensing agency. This is especially true if, in its final environmental impact statement, DOE presents multiple preferred alternatives, one or more of which NRC may have responsibility for licensing.

Comment:

As a result of developing the 10 CFR Part 61 regulation and all of its associated implementing guidance and developing the draft regulatory basis for GTCC waste disposal, NRC staff is best suited to conduct a review of a GTCC waste disposal license application.

Commissioner Baran's Supporting Statement 4:

WCS has expressed concerns about whether NRC licensing would require the company to have a separate NRC-licensed GTCC disposal cell instead of being able to dispose of GTCC waste in its existing TCEQ-licensed Federal Waste Disposal Facility [FWF] cell. However, there is no clear relationship between which agency conducts the GTCC waste disposal licensing and whether WCS will need a separate GTCC cell. NRC could decide that the existing cell could hold GTCC waste or TCEQ could decide that a separate cell is required, that the existing cell would need to be modified before it could accept GTCC waste, or that near-surface disposal of GTCC waste is not appropriate at the WCS site.

Comment: These statements are listed as a "con'" under Option 1 in SECY-15-0094 that provides for NRC regulation of GTCC waste disposal. The basis of the "con" is that NRC's review may result in a conclusion that the technical parameters at WCS are not be suitable for GTCC waste disposal and retrofitting the facility for acceptable standards may not be possible. As opposed to a "con," this should have been listed as a "pro." It is NRC's responsibility to ensure the safe disposal of GTCC waste without question or reservation.

RECOMMENDATIONS: Based upon the preceding discussions, the following recommendations are provided:

Recommendation 1: The NRC staff should provide the risk-informed basis for the proposed regulatory action of giving GTCC waste disposal to Agreement States, especially since no State has requested this authority.

Recommendation 2: The NRC staff should provide all supporting information for their "broad interpretation" allowing Agreement State licensing of GTCC waste. The "broad interpretation" should answer the following risk questions: (1) What are the risks from the "broad interpretation;" (2) What can go wrong from this interpretation; (3) How likely is something wrong to happen; and (4) What are the consequences of the "broad interpretation?"

Recommendation 3: The NRC staff should provide the criterion used to determine that Agreement States can license GTCC waste, especially since some Agreement States have returned basic Agreement authority back to the NRC, such as the regulation of sealed source and device reviews and approvals.

Recommendation 4: The NRC staff should explain how they determined that no legislation would be needed to authorize Agreement State licensing of GTCC waste including what are the risks associated with not changing the law. In that, DOE informed Congress in 2017 that legislation would be needed to allow Agreement State licensing of GTCC in "*Report to Congress: Alternatives for the Disposal of GTCC LLRW and GTCC-Like Waste*," https://www.energy.gov/sites/prod/files/2018/09/f55/GTCC-2017-Report-to-Congress-on-Disposal-Alternatives.pdf.

Recommendation 5: After analyzing the "broad interpretation," the NRC should proceed without reservation to align behind the "clear interpretation" of its responsibilities under the LLRWPAA for the regulation of GTCC disposal that is unambiguous and defensible, that eliminates dual regulation, that protects the Nation's common defense and security, and protects the public health and safety and the environment.

Recommendation 6: The NRC should ensure that no policy statements, agreements, arrangements, orders, regulations, licenses or other legal instruments are established that would erode or encroach upon its preemptive authority or render Federal laws without effect.

Recommendation 7: The NRC should no longer reference the outdated and superseded 1981 Criteria Policy Statement to convey LLRW authority, including GTCC waste disposal, upon Agreement States. It should implement and reflect in its IMPEP procedures and reports up-to-date policies and procedures to ensure that all Agreement State programs are adequate and compatible and to ensure that Agreement Programs are administered in a manner commensurate with the AEA, the LLRWPAA and the EPAct.

Recommendation 8: The NRC should work closely with the DOE in accordance with the provisions to LLRWPAA and EPAct to ensure the safe and secure disposal of all GTCC waste.

Recommendation 9: The NRC should carefully examine its practice of exempting LLRW operating sites that possess critical mass quantities of SNM and strategic SNM from an NRC Part 70 license.

Recommendation 10: The NRC should adhere to its Principles of Good Regulation in all its regulatory actions including but not limited to ensuring that public comments are thoroughly analyzed and considered as opposed to adhering to pre-established conclusions. Thus, the NRC should not use "alternative facts," "alternative technical conclusions," or "alternative legal interpretations" designed to benefit business interests at the expense of the protection of the common defense and security, public health and safety, and the environment.

Curriculum Vitae of Ms. Cardelia Maupin, Sr. Project Manager/Health Physicist, NMSS/ DUWP *– Substantiating Expert Level on Agreement State Issues and Credentials Relevant to Issues Discussed in Differing View*:

- Led development of GTCC LLRW regulatory basis effort
- Bachelors of Science in Biology, Clark Atlanta University, Atlanta, Ga.
- Master of Science in Radiological Science, Emory University, Atlanta, Ga.
- Residency in Health Physics at Argonne National Laboratory, Argonne, Ill.
- Began career at NRC in June 1984 (36 - faithful years)
- Over 21 years in NRC's Agreement State Program
- Developed first two comprehensive Policy Statements on Agreement State Programs
- Developed and implemented the NRC's first-ever Agreement State Allegation program
- Authored or co- authored over 28 NRC major papers on complex technical, regulatory, and policy issues relative to the Agreement States, LLRW, and nuclear regulation
- Publications relevant to Differing View, include but are not limited to:
    - NUREG/CP-0085, "Meeting With States on the Low-Level Radioactive Waste Policy Amendments Act (LLRWPAA) of 1985; June 24-25, 1986;"
    - SECY-06-0233, "State Laws that Appear to Regulate In Areas Reserved to the NRC," dated November 26, 2006;
    - SECY-91-039, "Evaluation of Agreement State Compatibility Issues;" dated February 12, 1991;
    - SECY-91-047, "Draft Proposal from Pennsylvania for a Limited Agreement to Regulate Low Level Waste Disposal;"
    - SECY-91-341,"Initial Response to Staff Requirements Memorandum M910611A on Compatibility dated June 25, 1991," dated October 24, 1991;
    - SECY-92-243, "Analysis of Comments on the Compatibility of Agreement State Programs and a Proposed Policy on the Compatibility of Agreement State Regulations for Low Level Waste Disposal;" dated July 14, 1992;
    - SECY-93-080, "Re-Evaluation of the Compatibility Divisions Assigned to the Performance Objectives in 10 CFR 61.41 through 61.44 and Evaluation of the Illinois 1 millirem Provision;" dated March 3, 1993;
    - SEC- 93-290, "Draft Policy Options on Compatibility," October 20, 1993;
    - SECY-93-349, "Draft Policy Statement for Agreement State Adequacy and Compatibility with NRC Regulatory Programs Necessary To Protect Public Health And Safety;" dated December 21, 1993;
    - SECY-94-025, "Additional Information On Issues Raised At January 24, 1994 Briefing on Draft Policy Statement For Agreement State Adequacy and Compatibility," dated February 4, 1994;

- SECY- 95-112, "Final Policy Statement on Adequacy and Compatibility of Agreement State Programs;" dated May 5, 1995;
- SECY-96-213, "Implementation Procedures for the Policy Statements: 'Statement of Principles and Policy for Agreement State Program' and 'Policy Statement on Adequacy and Compatibility of Agreement State Programs;'" dated October 3, 1996;
- SECY-97-054, "Final Recommendations on Policy Statements and Implementing Procedures for the Agreement State Program and Policy Statement on the Adequacy and Compatibility of Agreement State Programs;'" dated March 3, 1997;
- SECY-97-087, "Oklahoma Agreement State Negotiations: State Requests that Major Facilities Undergoing Site Decommissioning not be Relinquished to the State;"
- SECY-97-145, "The Evaluation of Current State Agreements," dated July 11, 1997;
- SECY-98-263, "Request by New Mexico to Relinquish Authority for Sealed Source and Device Evaluation and Approval;"
- SECY-05-0170, "Proposed Agreement Between the State of Minnesota and the Commission Pursuant to Section 274 of the Atomic Energy Act of 1954, as amended," dated September 20, 2005;
- *Federal Register* notice, "Greater-Than-Class C and Transuranic Waste," 83 FR 6475, February 14, 2018; and
- *Federal Register* notice, "Greater-Than-Class C and Transuranic Waste. "84 FR 35037 – 35040, dated July 22, 2019,

- **Ms. Maupin's 2003 NRC Meritorious Service Award provided**:

  The Nuclear Regulatory Commission's Meritorious Service Award is presented to Cardelia Harvey-Maupin in recognition her extraordinary initiative and diligence in enriching the quality, efficiency, and effectiveness of the agency's Agreement State Program. Ms. Maupin measurably enhanced the program through her astute development of sound policy and procedures to support the agency's statutory responsibility to determine the adequacy and compatibility of Agreement State implementations of agency regulations. This was a challenging task, which involved integrating hundreds of regulatory requirements and supporting program elements. Nonetheless, Ms. Maupin successfully balanced State interests for flexibility in adopting equivalent requirements with the agency's need for national coherence and consistency. In addition, she regularly leads State review teams and is instrumental in developing programs for handling Agreement State allegations.

Supporting Statement for Differing View on
"Path Forward and Recommendations for Certain Low-Level Radioactive Waste Disposal Rulemakings"

The Differing View to which this supporting statement is attached sets forth an impressively-researched, extensively-documented case, building on excerpts from Commissioner Baran's voting record on SECY-15-0094, that the staff should re-examine the legal defensibility and state-federal relations impacts of relinquishing NRC regulatory authority for GTCC waste disposal without requiring an amendment to any State Agreement for this purpose. These arguments alone provide ample grounds to give the staff pause about asking the Commission to embark on this uncharted course. But assuming away for the moment all the litigative risk of a novel legal theory and the programmatic risks of dual regulation and an unwelcome change in Agreement State policy, there is also the question of whether the reputational risk to the agency would be prudent.

The very survival of the many industrial uses of nuclear materials, and the sustainability of this agency as we know it, depend on the public's confidence that the safety and security of these materials are assured by an impartial, arm's length regulator. The NRC has long appreciated the importance of this reputational capital and has maintained credible efforts over decades to preserve and enhance it. One of those efforts is the agency's unswerving commitment to transparency. This alone has helped preserve our good standing by keeping us honest, and it has enabled most of us to be proud to work here. But even one decision that only appears to have been made preferentially and without a clear safety or security rationale can do serious and lasting damage to NRC's standing with its most important constituency. And in this instance, the most salient developments do not furnish convincing evidence of a safety-based rationale:

- A technically well-grounded, stakeholder-vetted, but unproven set of planned new NRC requirements that, according to Commissioner Baran, would permit the commercial near-surface disposal of a GTCC waste inventory in average radionuclide concentrations at least 50 times higher than those of the transuranic (TRU) wastes currently shipped for deep geologic repository disposed at the Waste Isolation Pilot Plant. Some GTCC waste concentrations, he noted, are 12,000 times higher than those of the TRU wastes bound for WIPP.

- A distant, comprehensively addressed, but memorable history of environmental failures that resulted from the application of unproven disposal requirements that turned out to be non-conservative.

- A creative but unadjudicated legal strategy expressly devised for the sole purpose of circumventing the plain language of the LLRWPAA mandate that NRC exercise exclusive, preemptive regulatory authority over the disposal of GTCC wastes. This strategy is also expected to obviate the need to amend any State Agreements to authorize state GTCC regulation, thereby facilitating the removal of NRC as the most technically-qualified regulator to oversee the implementation of its own rule on GTCC waste disposal.

CONTACT: Robert MacDougall, NMSS/REFS
301-415-5175

- A sitting Governor of the host state for the candidate GTCC disposal facility personally writing the Chair of the Commission to object to being forced to accept wastes with higher concentrations of radioactive material.

- The resounding silence of all other Agreement State Governors in the nation at the prospect of amending their State Agreements to obtain regulatory authority for GTCC waste disposal.

- An apparent constituency of one – WCS -- for Agreement State regulation of GTCC waste disposal. This constituent was also the beneficiary of a 2001 NRC Order exempting it from, among other things, Part 150 SNM possession requirements. In its *Federal Register* notice on the Order, NRC noted that WCS had requested the exemption "because it expects that the current limits set forth in 10 CFR part 150 will severely impact its ability to compete in the mixed waste treatment market." The FRN offered no other justification for the exemption.

All of which begs a fundamental question: who benefits from this set of circumstances? In the absence of a compelling safety case, the answer is all too apparent.

Undeniably, these circumstances add up to what is only an appearance of regulatory capture, and no doubt there are credible explanations for NRC's positions. But in the realm of reputational risk management, appearances matter, and the staff's currently-proposed path forward does not appear to have been the product of a safety- or security-conscious work environment.

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: July 2021

Name: Ryan Rampton

Phone: 501-626-9777 **(Home)**

Address: 3213 N. I St.

432-262-0802 **(Business)**

Midland TX 79705

Email: ryan.rampton@gcrcc.org

(City) **(State)** **(Zip)**

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ____yes _____no

I have lived in Midland 7 **years.**

Occupation: Connections Minister

Professional and/or Community Activities:

I am currently the connections minister at the Golf Course Road Church of Christ. I have previously served as the campus minister at Midland Christian School and as a youth minister at GCR Church of Christ.

I consistently volunteer with Mission Agape to help provide food for the Permian Basin community as well as with Opportunity Tribe, previously Unlock Ministeries, as a mentor/group leader for a group of junior high students. I am always looking for more opportunities for volunteerism in Midland.

In the fall, I will begin my second year of the Leadership Midland program.

What is your personal vision for the City?

I love Midland. I hope for Midland to be a place where people can love living because of the entrepreneurial spirit in the city, its top-notch parks, engaging activities and entertainment, and a strong community feeling. I want Midland to be a place that draws people in for more than oil. Midland has been and continues to be an excellent place for my family, and I want others to see Midland as a community to raise a strong family.

Please specify any time constraints you may have.

I have a pretty flexible schedule as a minister. So, it is easy to get away during the day for meetings. I am an organized person that works hard to fit all my commitments into my schedule.

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.

As a father of two young children (Lucy-5 & Lincoln-2), we frequently visit many parks in our community. I believe that parks and a vital part of the quality of place in Midland. I would love to be a part of servicing, improving, and developing parks in our community.

What contribution would you most like to make?

I can bring a perspective of a father of young children who uses the parks regularly. As a minister, I also have a pulse on a diverse group in the community so I think I can bring a variety of perspectives to the table. I also have a deep love for this city. I want to impact Midland positively, and I think parks and recreation are a great way to do that. I am a hard-working, creative, and critical thinker that loves working in groups. I think I would be a valuable addition to this committee.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

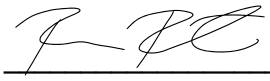
I have a heart for those struggling in our city. A big part of my job is mobilizing our church to serve the community. So, a committee that seeks to provide housing for the vulnerable in our community is something that I think I could really excel in. The compassion I have for people shows through my decision-making and creative and critical problem-solving. In my job, I am frequently looking at leases and fielding requests from community members for rental assistance, so I have a good pulse on the housing issues in our community.

Additional pertinent information or references:

Trisha Wall - Opportunity Tribe - she can speak to my compassion for the vulnerable in our community - trishawall@me.com

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 06/15/2021

Name: Adrian Urquiola

Phone: (432)530-9517 (Home)

Address: 1210 Cerrillos Ave (Business)

Email: adrianu_81@yahoo.com

(City) (State) (Zip)

I am [X] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [X] no

I have lived in Midland 33 years.

Occupation: HSE Consultant

Professional and/or Community Activities:

Part of "Communidad in Action", "John Norman City Council Advisory Committee", "Board Member of Midland Chamber of Commerce"

What is your personal vision for the City?

To have a healthy and balance lifestyle in this city for all families of Midland, TX

Please specify any time constraints you may have.

None just need a proper notice to plan accordingly

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Housing Authority

Please tell us why you are interested in serving on this board or commission.

Coming from my background and living in poverty is something I know too ~~many~~ well. I want an opportunity to help come up w/ solutions to affordable housing.

What contribution would you most like to make?

My Time

Additional pertinent information or references:

References: Jack Ladd, Adrian Carrasco, John Norman, Morris Williams

(2) Name of Board/Commission:

Parks and Recreation

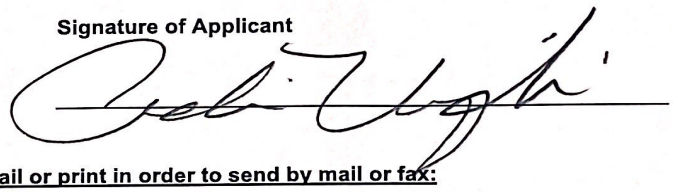
What contribution would you most like to make?

Help w/ communication from the citizens to city involving issues or lack of maintenance at our older parks in Midland

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/1/2021

Name: Brandon Bradley

Phone: 432-260-1904 **(Home)**

Address: 1300 Lynn Avenue

432-934-2985 **(Business)**

Midland TX 79705

Email: brandonbradley89@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 31 **years.**

Occupation:

Professional and/or Community Activities:

Entrepreneur

What is your personal vision for the City?

Growth & Diversity

Please specify any time constraints you may have.

Full time business owner and new father

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

Housing is a great concern of mine.

What contribution would you most like to make?

To see an African American Chamber of Commerce or Business Collective start and educate, empower and market those of us wanting to be productive.

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

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:

Date: June 2, 2021

Name: Sheena R. Green

Phone: 432-210-8823 **(Home)**

Address: 2411 Haynes Dr

432-682-9701 **(Business)**

Midland TX 79705

Email: sgreen1182@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 29 **years.**

Occupation: Development Director

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 Amig

My poistion 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. Educaiton plays a large role in the succe

and stability of personal growth and self-awareness. My vision is to help guide Midland residence to the resources that Midland has to

I would like to be apart 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.

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 commu

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 Midlan

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 familar 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.

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Signature of Applicant

Sheena R Green Digitally signed by Sheena R Green
Date: 2021.06.02 10:26:55 -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:

Date: 5/24/2021

Name: Marjorie McQuerry

Phone: 432-528-4374 **(Home)**

Address: 3320 Haynes Ave

(Business)

Midland Tx 79707

Email: marjimcq@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 62 **years.**

Occupation: Staff Land Coordinator

Professional and/or Community Activities:

What is your personal vision for the City?

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:

City of Midland Housing Authority

Please tell us why you are interested in serving on this board or commission.

Have been on this board for a few years. Was unaware that I had been removed. No meetings were held in person during 2020 but attended remotely when meetings were held. I am familiar with the agency and have attended training.

_____

What contribution would you most like to make?

_____

_____

_____

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

Marjorie McQuerry

Digitally signed by Marjorie McQuerry
DN: CN=Marjorie McQuerry, E=marjimcq@gmail.com
Reason: I am the author of this document
Location: your signing location here
Date: 2021-05-24 15:37:31
Foxit PhantomPDF Version: 10.0.0

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/30/2021

Name: Matthew Reyes Galindo

Phone: 432-381-4959 **(Home)**

Address: 1118 E. Dormard Ave.

(Business)

Midland Tx 79705

Email: Matt.Galindo@yahoo.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 33 **years.**

Occupation: Maintenenace Scheduler (ProPetro Services)

Professional and/or Community Activities:

Acive in education through out Midland, currently serve on the Education Committee for the Midland Chamber of Commerce.

Bunche Elementary Liason for Partners in Education and a member of the Superintenedent Community Advisory Committee for MISD

What is your personal vision for the City?

My vision for Midland moving forward is one the focuses on family, community, education, economic prosperity,

and the equitable delivery of municipal services for all.

Please specify any time constraints you may have.

I am available Mid morning to afternoon and anytime after 4pm.

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.

As a young father of 4, parks and recreation is a part of my families everyday life.

Looking to work with leaders and community members to impove parks and keep them safe for all to enjoy

What contribution would you most like to make?

I bring a father and life long Midlander perspective. This I believe would help me contribute in making decissions and envoling the community when it comes to getting our parks up to par and safe for all to enjoy.

Additional pertinent information or references:

Ed Mayberry- 432-638-3504

Courtney Rattliff- 214-801-9670

(2) Name of Board/Commission:

Midland Housing Authority Commission:

What contribution would you most like to make?

Assist the needs of the communitys low-income housing and educating the community about resouces available.

Additional pertinent information or references:

Ed Mayberry- 432-638-3504

Courtney Ratliff- 2174-801-9670

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Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/19/2021

Name: Anson (Andy) Moreno

Phone: 432-230-3092 **(Home)**

Address: 5117 Ashdown Place

(Business)

Midland TX 79705

Email: anson_moreno@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 23 **years.**

Occupation: Human Resources

Professional and/or Community Activities:

Board of Directors - Camp Fire West Texas since 2014. Former President and Secretary (each 2 year terms)

Board of Directors - Permian Basin Society for Human Resource Management (PBSHRM) since 2017

Member, Mid-Cities Community Church since 1999

What is your personal vision for the City?

I want our city to be clean, safe, and to have great public schools. I also want our city to be financially responsible with a diverse economy.

Please specify any time constraints you may have.

N/A

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:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I have a sincere interest in understanding Building codes and Zoning. I want to play an active role in how our city government can best serve our businesses and citizens.

What contribution would you most like to make?

As a citizen and member of the business community, I bring perspectives that will be value added to the Board. Our citizens, businesses, and the city have mutual interests in how properties are developed. Property owners want to increase the utility and value of properties. The city wants planning that is consistent, safe, and increases the taxable value of properties.

Additional pertinent information or references:

Master of Business Administration - Concentration in Finance

Bachelor degree - Organizational Management

(2) Name of Board/Commission:

Personnel Board of Appeals

What contribution would you most like to make?

I have 15 years of Human Resources experience. I have conducted countless investigations and disciplinary actions. These matters require special consideration of the individual's past conduct, the particulars of the situation, policies, law, and precedence. I have experiences that would be directly beneficial to employees and the city.

Additional pertinent information or references:

Society for Human Resource Management - Senior Certified Professional (SHRM-SCP certification)

Master of Business Administration - Concentration in Finance

Bachelor degree - Organizational Management

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Signature of Applicant

Anson Moreno

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/13/2021

Name: Melissa Mosier

Phone: 4326409278 **(Home)**

Address: 708 Beckley Dr

4325619990 x 111 **(Business)**

Midland TX 79703

Email: mmosier@ez-rider.org

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 4 **years.**

Occupation:

Professional and/or Community Activities:

Member of Lifehouse Fellowship

What is your personal vision for the City?

I hope to see Midland continue to grow through the changes with economic downturn that we are facing. Providing affordabiilty in transportaton, housing, community out reach and growth. Being a transplant to this city, I want to learn and be apart of this city, I am looking for to this next chapter.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION

Please tell us why you are interested in serving on this board or commission.

I have worked here in Midland for the last four years, and I know this is home now with my children and I. So I want to step up and be there for the community. Learn and grow for my interpersonal goals, and then assist with anything I can.

What contribution would you most like to make?

With my background in HR and working for the Transit District I can bring my knowledge and skills to the discussions. Help with strategic planning, and law regulations.

Additional pertinent information or references:

Doug Provance- dprovance@ez-rider.org

Jack Ladd jackladdjr@gmail.com

EJ Baldridge ejbaldridge@gmail.com

(2) Name of Board/Commission:

ZONING BOARD OF ADJUSTMENTS AND AIRPORT ZONING BOARD OF ADJUSTMENTS (

What contribution would you most like to make?

Stepping up for my community, learning my city and where different projects are happening and how to assist in those. Learning the infrastructure of the airport, all that comes with it. I am new, but I am ready to help.

Additional pertinent information or references:

Director of Support Services- EZ Rider

Khamilton@ez-rider.org

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Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/31/2021

Name: James "Jim" Murphy

Phone: 432-557-1833 **(Home)**

Address: 6300 Chickasaw

432-631-2745 **(Business)**

Midland TX 79705

Email: jimm.murf@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 30 **years.**

Occupation: Assistant District Manager

Professional and/or Community Activities:

Servant leader at Stonegate Fellowship

What is your personal vision for the City?

My vision for the city of Midland is for it to be a place that is known not only for the work we do in the Basin, but to be a place for those workers to bring their families willingly to grow our community.

Please specify any time constraints you may have.

I am able to adjust my schedule with advance 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:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

I believe that city codes are designed to address the most common issues that may arise. Sometimes there are special cosiderations that may need to be addressed. I believe that I can be a fair participant in the appeal process.

What contribution would you most like to make?

I would like to offer my experience in working with contractors to complete projects while representing the citizens 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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MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/2/2021

Name: Rolando Diaz Jr.

Phone: 512-800-4513 (Home)

Address: 3112 Callaway Dr.

(Business)

Midland, TX 79707

Email: roydiazemc.com

(City) (State) (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no

I have lived in Midland 14 years.

Occupation: ER Physician

Professional and/or Community Activities:

I am active in the GA and corporate aviation community. I also function as a AME under the FAA and perform aviation medical exams & knows. I am the dept chair for the Emergency Dept @ MCH in Odessa.

What is your personal vision for the City?

As the city continues to see population growth, I'd like to see commensurate growth within our city airports. These are major business hubs for our area and should be appropriately supported.

Please specify any time constraints you may have.

I have monthly meetings @ the Hospital I must attend. These are 2nd Wednesday of each month in the morning & Third Thursday of the month @ 6:30 pm. Other than those listed, and my ER shifts, I am fairly 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 Board

Please tell us why you are interested in serving on this board or commission.

I'd like to positively influence the decisions and management of the airport I am passionate about and devote of my time and attention to.

What contribution would you most like to make?

I'd like to bring my aviation medical background and expertise to the table to help positively influence and management decisions.

Additional pertinent information or references:

I am currently an Airline pilot with a plane based @ KMAF. I am heavily involved with education @ MCH and an assistant clinical professor with Texas Tech University.

(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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